

Property Committee

REGULAR MEETING AGENDA

May 11, 2007 10:00 a.m.

South Florida Regional Transportation Authority

Board Room

800 NW 33rd Street, Suite 100 Pompano Beach, Florida 33064

www.sfrta.fl.gov

FOR FURTHER INFORMATION CALL WILLIAM CROSS AT (954) 788-7916

Members

George Morgan, Jr., Chair Bill T. Smith, Vice-Chair Neisen Kasdin James A. Cummings

Directions to SFRTA: I-95 to Copans Road. Go west on Copans to North Andrews Avenue Ext. and turn right. Go straight to Center Port Circle, which is NW 33rd Street, and turn right. SFRTA's offices are in the building to the right. The SFRTA offices are also accessible by taking the train to the Pompano Beach Station. The SFRTA building is South of the station. Parking is available across the street from SFRTA's offices, at the Pompano Beach Station.

PROPERTY COMMITTEE MEETING OF MAY 11, 2007

The meeting will convene at 10:00 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

CALL TO ORDER

AGENDA APPROVAL – Additions, Deletions, Revisions

<u>MATTERS BY THE PUBLIC</u> – Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

DISCUSSION ITEMS

- D1 Proposal from OPUS South Corporation
- D2 Cypress Creek Partners Parking Proposal
- D3 Mangonia Park Tri-Rail Station Lease and Easement Agreement
- D4 Boca Raton Tri-Rail Station Phase II Joint Development Project

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of December 15,

2006

C2 – MOTION TO APPROVE: Minutes of Property Committee Meeting of January 26, 2007

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

There are no Regular Agenda Items.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I1 – <u>INFORMATION:</u> Station Area Land Use, Zoning & Government-Owned Properties

12 – INFORMATION: Tri-Rail Station Parking and Circulation Study

OTHER BUSINESS

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

PROPERTY COMMITTEE MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, <u>Florida Statutes</u>, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Planning and Capital Development Department at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the South Florida Regional Transportation Authority Property Committee with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

AGENDA ITEM REPORT

| Discussion | ☐ Information Item | Presentation |
|------------|--------------------|--------------|

PROPOSAL FROM OPUS SOUTH CORPORATION

SUMMARY EXPLANATION AND BACKGROUND:

On April 9, 2007, the South Florida Regional Transportation Authority (SFRTA) received a letter from Opus South Corporation (OPUS) outlining the general terms and conditions upon which OPUS desires to negotiate with the SFRTA for the right to lease and develop the Phase II site of the Tri-Rail Boca Raton Station (the Property.) According to OPUS, the letter provides a basis upon which SFRTA and OPUS may proceed to draft and negotiate a definitive and binding Ground Lease (see Exhibit 1.)

The following is a summary of the proposed terms and conditions proposed by OPUS:

- Development of 50,000 square feet of general commercial office space.
- Base Rent of \$150,000 per annum with five year escalation premiums of a fixed 7% each.
- 90 day Due Diligence Period from the date the Ground Lease is fully executed.
- ◆ The Commencement of half of the Base Rent will occur 10 days after the expiration of the Due Diligence Period through the receipt of the building permit, but no later than August 1, 2008. Base Rent will commence thereafter.
- The Ground Lease Term will be for a period of 99 years.
- OPUS shall be the owner of all improvements, equipments, and fixtures on the property. Upon expiration or termination of the ground lease, OPUS shall have the rights, but not the obligation, to remove all such Improvements

Please note that Mr. Eric Deckinger a representative from OPUS will attend the May 11, 2007, Property Committee Meeting to address any questions.

On April 27, 2007, the SFRTA Governing Board delegated this item to the Property Committee for a period of six months. Staff has provided the Committee with a copy of the SFRTA Policy for Unsolicited Proposals as amended by the SFRTA Governing Board on April 27, 2007 (see Exhibit 2). Exhibit 3 provides the Committee with a brief analysis of why the OPUS Proposal does not meet SFRTA's Policy for Unsolicited Proposals.

EXHIBITS ATTACHED: Exhibit 1: Proposal from OPUS South Corporation

Exhibit 2: SFRTA Policy for Unsolicited Proposals

Exhibit 3: Review of OPUS Proposal pursuant to SFRTA Policy for

Unsolicited Proposals



THE OPUS GROUP A t C M I T E C T S C O N T R A C T O R S D T V 2 L O P R R S OPUS SOUTH CORPORATION
A masker of the Open Group
225 N.H. Minner Boulevard, Suite 675
Boca Raton, RI. 33432
Phone 561-544-3700
Fax 561-544-3701
www.opuscorp.com

April 9, 2007

George Morgan Morgan Property Group 401 B. Las Olas Blvd., #1000 Ft. Lauderdale, FL 33301

RE: Proposed Ground Lease with South Florida Regional Transport Authority (SFRTA)
Approximately 3.64 ±Acres
Phase II of the Parcel South of Yamato on the west side of the railway ROW.
Boca Raton, FL

Dear George:

This letter outlines the general terms and conditions upon which Opus South Corporation ("Lessee") desires to negotiate with South Florida Regional Transport Authority ("Landlord") for the right to lease and develop that certain real property described in Paragraph 1 below ("Property"). Except for the items set forth in Section B below, this letter does not constitute a binding agreement or contract and neither Lessee nor Landlord will be bound to develop and lease the Property unless both Lessee and Landlord execute a binding ground lease and development agreement for the Property ("Ground Lease"). The purpose of this letter is to summarize discussions concerning the lease and development of the Property and to set forth a basis upon which the parties, together with their respective attorneys, may proceed to draft and negotiate toward the execution of a definitive and binding Ground Lease. It is understood that either party may terminate negotiation of the Ground Lease at any time and for any reason or no reason.

A. Based on the foregoing understanding, the parties desire to negotiate a Ground Lease with the following terms and conditions:

| 1. | Property | The Property is a parcel of land of approximately 3.64± acres, located on the SW corner of Yamato and I-95 in Boca Raton, FL. (also referred to as Phase II of Inter-modal Facility) |
|----|----------|--|
|----|----------|--|

2. Term The Ground Lease Term will be for a period of Ninety-Nine (99) years.

3. Use

Any use that is in accordance with applicable laws and regulations shall be permitted on the Property. Lessee intends to develop Fifty Thousand (50,000) square feet of

OPUS.

general commercial office on the Property. The Ground Lease shall permit Lessee to change the use of the Property without the prior consent of Landlord provided that such use is in compliance with all applicable laws and regulations. Landlord shall not seek to change the zoning or other land use designation of the Property during the Term.

4. Base Rent

The Base Rent will be One Hundred and Fifty Thousand Dollars (\$150,000.00) per annum with 5 year escalation premiums of a fixed 7% each.

5. Rent Commencement

The Commencement of half of the Base Rent will occur 10 days after the expiration of the Due Diligence Period through the receipt of the building permit, but no later than August 1, 2008. Full Base Rent will commence thereafter.

6. Due Diligence Period

Lessee will have a 90 day Due Diligence Period from the date the Ground Lease is fully executed. Landlord will cooperate with Lessee and timely provide Lessee with all documents and other materials reasonably requested by Lessee. Until expiration of the Due Diligence Period, Lessee may terminate the Ground Lease for any reason or no reason, following which neither party shall have any obligation to the other except as may otherwise noted in the Ground Lease.

7. Conditions Precedent

Lessee's obligation to lease and develop the Property will be contingent upon Lessee's determining (in its sole discretion) during the Due Diligence Period that:

- a. It is satisfied with the results of all Environmental investigations, studies and tests completed by an environmental testing firm acceptable to Lessee.
- b. It is satisfied with the results of all soil and other site engineering investigations, studies and tests, which Lessee deems appropriate.
- c. Utilities, storm water detention and curb cuts necessary to serve the Property are available at a reasonable cost.
- d. All government approvals desired by Lessee to develop the Property into a commercial development can be obtained prior to the beginning of Lease Term.

- e. It is satisfied with its review of all leases, easement agreements, maintenance agreements, or any other agreements relating to the Property.
- f. It is satisfied with its review of all documents provided to Lessee by Landlord.
- g. It is satisfied with its review of the status of title to the Property.
- h. The Property is suitable in all regards to development in accordance with Lessee's development plans.
- i. Landlord and Lessee's lender have executed an Estoppel and Consent agreement satisfactory to Lessee in its sole discretion.
- Property Condition

Lessee agrees that it will be leasing the Property "As-Is" and "with all faults," with no warranty by Landlord of any kind, expressed or implied, except as provided in the Ground Lease.

Improvements

Lessee shall be the owner of all improvements, equipment and fixtures. Lessee may make whatever alterations and/or additions it deems necessary without the consent of Landlord. Upon expiration or termination of the Ground Lease, Lessee shall have the right, but not the obligation, to remove all such Improvements.

10. Assignment/Subletting Lessee may freely assign/sublet the Ground Lease without the consent of Landlord. In the event of assignment, Lessee shall be forever released from any prospective liability under the Ground Lease.

11. Leasehold Financing

Lessee and its subtenants/assignees may mortgage their interest in the Ground Lease without the consent of Landlord. Landlord will sign consent agreements with lenders containing notice and cure and other protective rights in favor of lenders.

12. Default and Cure

Notice of default must be provided to Lessee's lender ("Lender") as well as Lessee, and Lender may cure defaults and prevent termination of the Ground Lease.

13. Casualty/Condemnation In the event of a casualty or condemnation, Lender shall have the right to participate in any settlement thereof and



to supervise and control the receipt and disbursement of such proceeds.

14. Broker Commission

Lessee and Landlord each represent that no real estate broker except <u>James H. Matthews Real Estate</u>, Inc. was in any way involved in this transaction. Lessee will be responsible for payment of any sales commissions due <u>James H. Matthews Real Estate</u>, Inc.

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© OPUS.

- B. The following terms of this letter are binding on Lessee and Landlord:
 - 1. Existing Due Diligence
 Materials

Landlord shall provide Lessee, within five (5) days of Landlord's execution of this letter, any and all documents, reports, studies, tests, engineering drawings, surveys or other pertinent materials which Landlord has in its possession (or access to) which relate to the Property.

2. Due Diligence Investigations

Following Landlord's execution of this letter, Lessee, at its own cost and expense, may enter the Property to conduct environmental, soil and engineering investigations, studies and tests of the Property.

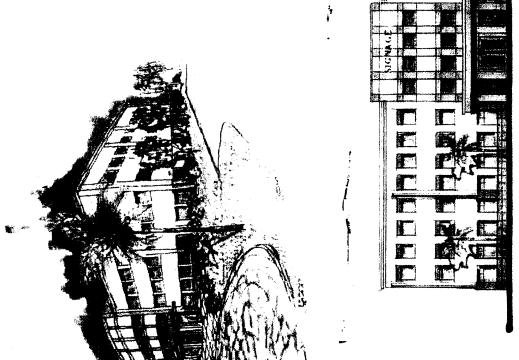
3. Marketing of Property

Landlord agrees that for a period of 90 days after the date Landlord executes this letter, Landlord will not (a) promote the lease and development of the Property to, or solicit offers to lease and develop the Property from, other parties and (b) discuss or negotiate with other parties regarding any unsolicited offers received from such other parties.

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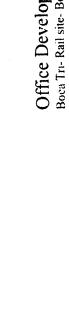
Office Development Boca Tri- Rail site- Boca Raton. FL.

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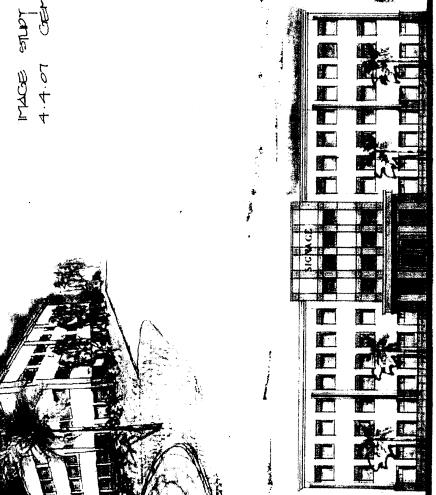


© OPUS.

Jous Architects & Frigureers, Inc.



Office Development Boca Tri- Rail site- Boca Raton. FL



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Jpus Architects & Engmens, Inc.

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OPUS.Opus Architects & Engineers, Inc.

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OPUSOpus Architects & Engineers, Inc.

SFRTA Policy for Unsolicited Proposals

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I. Definition

An unsolicited proposal is a written proposal for a new or innovative idea that is submitted to SFRTA on the initiative of the offeror for the purpose of obtaining a contract or other agreement with SFRTA, and that is not in response to a request for proposal, invitation to bid or any other SFRTA-initiated solicitation or program. All unsolicited proposals are subject to approval by the SFRTA Board.

II. Policy

It is the policy of the SFRTA to accept the submission of new and innovative ideas.

Unsolicited proposals allow unique and innovative ideas or approaches that have been developed to be made available for use in accomplishment of the SFRTA mission. Unsolicited proposals are offered with the intent that SFRTA may enter into a contract with the offeror for research and development, new services, land development or other efforts supporting the SFRTA mission, and often represent a substantial investment of time and effort by the offeror.

References to the Property Committee in this Policy shall only apply if the SFRTA Board has made a specific delegation to the Property Committee to address the unsolicited proposal.

A valid unsolicited proposal must:

- 1. Be innovative and unique;
- 2. Be independently originated and developed by the offeror;
- 3. Be prepared without SFRTA supervision, endorsement, direction, or direct SFRTA involvement, except for preliminary meetings with SFRTA staff for informational purposes and/or requests for information; and
- 4. Include sufficient detail to permit a determination that SFRTA support could be worthwhile and the proposed work could benefit the agency's mission responsibilities.

All unsolicited proposals will be treated as public records, in accordance with Florida Statutes, and will be made available to the public upon request.

III. Content of Unsolicited Proposals

Unsolicited proposals should contain the following information to permit consideration in an objective and timely manner:

1. Basic information:

- (a) Offeror's name and address and type of organization; <u>e.g.</u>, profit, non-profit, educational, small business;
- (b) Names and telephone numbers of technical and business personnel to be contacted for evaluation or negotiation purposes;

- (c) Identification of proprietary data to be used only for evaluation purposes;
- (d) Names of other Federal, State, or local agencies or parties receiving the proposal or funding the proposed effort;
- (e) Date of submission; and
- (f) Signature of a person authorized to represent and contractually obligate the offeror.

2. Information Required

- (a) Concise title and abstract (approximately 200 words) of the proposed effort;
- (b) A reasonably complete discussion stating the objectives of the effort or activity, the method of approach and extent of effort to be employed, the nature and extent of the anticipated results, and the manner in which the work will help to support accomplishment of SFRTA's mission;
- (c) Names and biographical information on the offeror's key personnel who would be involved, including alternates; and
- (d) Type of support needed, if any, from the SFRTA; <u>e.g.</u>, facilities, equipment, materials, financial or personnel resources.

3. Fee

- (a) An initial fee of \$25,000 payable to the South Florida Regional Transportation Authority must accompany an unsolicited proposal ("Initial Payment"). Proposals received without the Initial Payment shall not be accepted. The fee may be waived by the SFRTA Board or the SFRTA Property Committee. Unsolicited proposals submitted by governmental entities shall be exempt from the payment of any fees.
- (b) Payment shall be made by cash, cashier's check, or any other non-cancelable instrument. Personal checks will not be accepted.
- (c) If the Initial Payment is not sufficient to pay SFRTA's costs of evaluating the unsolicited proposal, SFRTA shall request in writing additional amounts required. The public-private partnership or private entity submitting the proposal shall pay the requested additional fee within 30 days. Failure to pay the additional fee shall result in the proposal being rejected.
- (d) SFRTA shall refund any fees in excess of the costs of evaluating the proposal after the evaluation is complete.
- (e) The fee requirement can be waived if conflicts with federal requirements or can be reduced by the SFRTA Board in the event the SFRTA Board determines that the estimated cost of evaluation will be less than the Initial Payment.

(f) Unsolicited proposals valued at \$100,000 or less shall be exempt from the initial fee requirement in Section III.e(a). However, the SFRTA Executive Director or his/her delegate shall have the authority to require a fee to be paid by the Proposer in the event that staff time devoted to the unsolicited proposal is substantial, as determined solely by the SFRTA Executive Director or his/her delegate.

IV. Supporting Information

- 1. Financial plan that includes in sufficient detail for meaningful evaluation: (a) proposed price or total estimated cost for the effort; and (b) identifies all required funding sources and timing of funding;
- 2. Period of time for which the proposal is valid (a 6-month minimum is suggested);
- 3. Type of contract preferred;
- 4. Proposed duration of effort;
- 5. Brief description of the organization, previous experience, relevant past performance, and facilities to be used;
- 6. Other statements, if applicable, about organizational conflicts of interest, security clearances, and environmental impacts; and
- 7. The names and telephone numbers of SFRTA technical or other SFRTA points of contact already contacted regarding the unsolicited proposal.

V. SFRTA Procedures

- 1. Acceptance and negotiation of an unsolicited proposal:
 - (a) Within 60 days of receipt of an unsolicited proposal and before initiating a comprehensive evaluation, SFRTA staff and Property Committee (if involving property) shall determine if the proposal
 - (1) Is a valid unsolicited proposal, meeting the requirements of this Policy
 - (2) Is related to SFRTA's mission;
 - (3) Contains sufficient technical and cost information for evaluation; and
 - (4) Has been approved by a responsible official or other representative authorized to obligate the offeror contractually;
 - (b) If the proposal meets these requirements, SFRTA shall promptly acknowledge receipt and advertise for 30 days, in a newspaper of general circulation in one or more counties in SFRTA's service territory, its receipt of the proposal and solicitation for any additional proposals. Following the end of the advertisement period, SFRTA shall begin to process any related unsolicited proposals.
 - (c) A favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition.

2. Comprehensive Evaluation:

- (a) When performing a comprehensive evaluation of an unsolicited proposal, evaluators (to be selected by SFRTA staff and the SFRTA Property Committee, if involving property) shall consider the following factors, in addition to any others appropriate for the particular proposal:
 - (1) Unique, innovative and meritorious methods, approaches, or concepts demonstrated by the proposal;
 - (2) Overall scientific, technical, or socioeconomic merits of the proposal;
 - (3) Potential contribution of the effort to SFRTA's specific mission;
 - (4) The offeror's capabilities, related experience, facilities, techniques, or unique combinations of these that are integral factors for achieving the proposal objectives;
 - (5) The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or key personnel critical to achieving the proposal objectives; and
 - (6) The realism of the proposed cost.
- (b) The evaluators shall notify the SFRTA Property Committee (if involving property) and the SFRTA Board of their recommendations when the evaluation is completed.
- (c) A favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition.
- (d) SFRTA staff shall have at least 90 days from the close of the advertisement period to complete its comprehensive evaluation and provide its recommendation to the SFRTA Property Committee (if applicable) and the SFRTA Board. When deemed necessary due to the complexity of the issues or other special circumstances, this timeframe may be extended by the SFRTA Executive Director.

3. Contract negotiations:

(a) SFRTA may commence negotiations on a sole source basis when an unsolicited proposal has received a favorable comprehensive evaluation by SFRTA Staff and has been endorsed and approved by the SFRTA Property Committee (if involving property) and Board, respectively, and the requirements for a sole-source procurement in accordance with SFRTA's Procurement Rule, policies and procedures have been met.

4. Contract award:

- (a) The award and execution of any contract or agreement relating to an unsolicited proposal is subject to endorsement by the SFRTA Property Committee (if involving property) and approval by the SFRTA Board.
- (b) If an unsolicited proposal involves the use of any federal funds or land procured using federal funds, in whole or in part, the award and execution of any contract or agreement relating to the unsolicited proposal is contingent upon the applicable federal agency's approval.

5. Rejection of Unsolicited Proposal

- (a) SFRTA shall return an unsolicited proposal to the offeror, citing reasons, when its substance:
 - (1) Is available to SFRTA without restriction from another source;
 - (2) Closely resembles a proposed or pending competitive acquisition requirement;
 - (3) Does not relate to SFRTA's mission; or
 - (4) Does not demonstrate an innovative and unique method, approach, or concept, or is otherwise not deemed a meritorious proposal.

Exhibit 3

Review of OPUS Proposal pursuant to SFRTA Policy for Unsolicited Proposals

Please note that the Property Committee can either recommend to the Board that the Opus Proposal be treated as an Unsolicited Proposal or recommend waiving the Unsolicited Proposal Policy and initiate negotiations with the developer.

If treated as an Unsolicited Proposal, the OPUS Proposal should contain the following information to permit consideration in an objective and timely manner:

1. Basic information:

- (a) Names and telephone numbers of technical and business personnel to be contacted for evaluation or negotiation purposes;
- (b) Identification of proprietary data to be used only for evaluation purposes;
- (c) Names of other Federal, State, or local agencies or parties receiving the proposal or funding the proposed effort;
- (d) Signature of a person authorized to represent and contractually obligate the offeror.

2. Information Required:

- (a) Concise title and abstract (approximately 200 words) of the proposed effort;
- (b) Names and biographical information on the offeror's key personnel who would be involved, including alternates; and
- (c) Type of support needed, if any, from the SFRTA; <u>e.g.</u>, facilities, equipment, materials, financial or personnel resources.
- An initial fee of \$25,000 payable to the South Florida Regional Transportation Authority must accompany an unsolicited proposal ("Initial Payment"). Proposals received without the Initial Payment shall not be accepted. The fee may be waived by the SFRTA Board or the SFRTA Property Committee. Unsolicited proposals submitted by governmental entities shall be exempt from the payment of any fees.
 - 4. Financial plan that includes in sufficient detail for meaningful evaluation: (a) proposed price or total estimated cost for the effort; and (b) identifies all required funding sources and timing of funding;

Staff views this Proposal from OPUS as a starting point for negotiations with SFRTA as deemed appropriate by the SFRTA Property Committee and the SFRTA Governing Board.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

AGENDA ITEM REPORT

| □ Discussion | ☐ Information Item | Presentation | |
|--------------|--------------------|--------------|--|

CYPRESS CREEK PARTNERS PARKING PROPOSAL

SUMMARY EXPLANATION AND BACKGROUND:

On February 15, 2007, the South Florida Regional Transportation Authority (SFRTA) received an Offer and Proposed Agreement dated February 13, 2007, from Cypress Creek Partners, LLC (CCP) regarding the proposed construction of 268 parking spaces on SFRTA's parcel (see Exhibit 1.) The Agreement proposed that CCP will be responsible for constructing all "Improvements" on SFRTA's parcel, including obtaining the rights from SFRTA to enforce Northwestern's Mutual obligation to construct an access roadway from Powerline Road. "Improvements" shall mean the Relocated Parking Spaces and the Additional Improvements, which include the Drop-off areas, Roadway and the Connector. CCP will be responsible for construction of the Improvements estimated at \$1.5 million. CCP agrees to commence construction of the Improvements within 12 months from the receipt of all government approvals. Upon completion of the Improvements CCP will convey to SFRTA all ownership rights to the Improvements. Per the Agreement, CCP will pay SFRTA \$25,000 to cover any legal expenses. No other payments to SFRTA were proposed.

CCP's proposal calls for 268 surface parking spaces which would occupy the entire useable area of the site (see Exhibit 2.) This is inconsistent with SFRTA's Master Plan for the site, which calls for 100,000 square feet of office space and a five-story parking structure designed to accommodate 800 parking spaces. SFRTA will be required to perpetually maintain the 268 relocated parking spaces for public use. SFRTA estimates the maintenance cost for the parking Improvements to be about \$4,000 to \$5,000 per month or about \$48,000 to \$60,000 per year. CCP has not proposed funding the on-going maintenance costs of the Improvements.

SFRTA would have the right to terminate the Agreement if construction does not timely commence as specified above or if construction of the Improvements is not completed within three (3) years after execution of the Offer and Proposed Agreement. The current proposed financial terms are substantially less advantageous to the Agency than previous term sheets received from CCP (see Exhibit 3.)

EXHIBITS ATTACHED: Exhibit 1: Offer and Proposed Agreement dated February 13, 2007

Exhibit 2: Conceptual Parking Lot Design by Carter-Burgess

Exhibit 3: History of Cypress Creek Partners Proposal



RECEIVED

450 East Las Olas Boulevard Suite 700 Fort Lauderdale, Florida 33301 954.523.2427 954.523.9146 fax

SFRTA

James J. Blosser Justin J. Sayfie Stephanie J. Toothaker Norman Ostrau Jordana L. Jarjura

February 14, 2007

The Honorable Bruno A. Barreiro Chair, Governing Board South Florida Regional Transportation Authority c/o Miami-Dade County Commission 1454 Southwest 1st Street Suite 130 Miami, FL 33128 Via Fedex

Mr. George Morgan Governing Board Member; Chair, Property Committee South Florida Regional Transportation Authority c/o Morgan Real Estate, Inc. 401 East Las Olas Boulevard Suite 1000 Fort Lauderdale, FL 33301 Via Hand Delivery

Mr. Joseph Giuletti Executive Director South Florida Regional Transportation Authority 800 NW 33rd Street, #100 Pompano Beach, FL 33064 Via Fedex

Re: Request to add item to February 23, 2007 Governing Board agenda

Dear Gentlemen:

We represent Cypress Creek Partners, LLC ("CCP"). As you know, there have been numerous discussions during the past several months regarding the proposed construction of a 268-space parking lot immediately west and adjacent to the Tri-Rail Cypress Creek Station on a parcel the Authority has owned since January 1996.

In that regard, we respectfully request the placement of the following item on the agenda for the Governing Board's 9:30 a.m. meeting on February, 23, 2007. We would like the Board to consider CCP's enclosed offer and proposed agreement, which provides, among other things, (1) for CCP to contribute funding and other resources to improve the

Authority's property west of the Tri-Rail Cypress Creek Station and (2) for the Authority to dedicate the property to the minimum use of 268 parking spaces.

Over the past several months, we have had discussions and made presentations to the Property Committee at least three times and had numerous conversations with staff. We now believe the matter is ready for consideration of the full Board. Additionally, if determined appropriate or necessary to make a presentation to the Property Committee, we also respectfully request to be placed on the agenda for its 8:30 a.m. meeting on February 23, 2007, as well.

Thank you for your cooperation in the placement of this item on the agenda, and please contact me if you have any questions or require other assistance in connection with this request.

Sincerely,

James Blosser

Enclosure

1. Proposed Offer and Agreement

AGREEMENT

| This Agreement, made this | day of | , 2007 | among South Fl | orida |
|---|-----------------|------------------|---------------------|-------|
| Regional Transportation Authority | ("SFRTA"), a | body politic ar | nd corporate, a p | ublic |
| instrumentality and an agency of the | State of Florid | la pursuant to F | lorida Statutes, Ch | apter |
| 343, Florida Department of Transpo | ortation ("FDO" | Γ"), and Cypres | s Creek Partners, | LLC |
| ("CCP"), a Florida limited liability co | mpany. | | | |

RECITALS:

WHEREAS, SFRTA owns the real property located in the City of Fort Lauderdale, Broward County, Florida, described in Exhibit A attached hereto and made a part hereof ("SFRTA Property"), which is immediately adjacent to the Cypress Creek Tri-Rail Station ("Station");

WHEREAS, SFRTA acquired the SFRTA Property in 1996 for short term and long term parking expansion but has not yet allocated funding to improve and maintain the SFRTA Property for parking and other transit uses;

WHEREAS, FDOT is the landlord under that certain lease dated September 10, 1999 as amended ("Lease") with CCP, as tenant, for the real property located in the City of Oakland Park and Fort Lauderdale for the property known as the Cypress Creek Park and Ride facility and located at the southwest corner of Interstate 95 and Cypress Creek Road ("CCP Property");

WHEREAS, the Lease provides that 556 parking spaces be provided for transportation purposes, and that such parking spaces have been maintained by the FDOT and are presently substantially underutilized;

WHEREAS, locating parking spaces for Tri-Rail patrons on the SFRTA Property would encourage ridership by making parking more convenient for patrons than using the Cypress Creek Park and Ride facility;

WHEREAS, with the location of any such parking spaces on the SFRTA Property, SFRTA has indicated that certain additional improvements ("Additional Improvements") such as Drop-Off Areas, including separate bus drop-off area, bus parking bays, passenger waiting area and kiss and ride area, a Connector and Roadway (as these capitalized terms are hereinafter defined herein) are desirable to be co-located with any such parking spaces to be located on the SFRTA Property; and

WHEREAS, the Lease permits CCP to relocate up to 268 parking spaces from the CCP Property by relocating such spaces to a location acceptable to FDOT and, by FDOT's execution hereof, FDOT has indicated its approval to the relocation of 268 parking spaces from the CCP Property to the SFRTA Property ("Relocated Parking Spaces"), subject to the conditions set forth in this Agreement;

WHEREAS, CCP desires to construct an intermodal facility, including the Relocated Parking Spaces, and is willing to construct the Additional Improvements on the SFRTA Property and to provide certain funding to SFRTA so as to enhance the transportation system in and around the Cypress Creek Tri-Rail Station and to permit SFRTA to fulfill the intended purpose of the SFRTA Property; and

WHEREAS, FDOT, SFRTA and CCP each desire to enter into this Agreement for the purpose of improving the transportation system in and around the Cypress Creek Tri-Rail Station and to benefit their respective proprietary interests, the properties surrounding the Cypress Creek Tri-Rail Station and the general public.

NOW THEREFORE, FDOT, SFRTA and CCP, in consideration of the premises contained in the above Recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

1. Certain Definitions.

The following terms shall have the meaning set forth below when used in this Agreement:

"Acceptance" shall mean written notice from SFRTA to CCP and the Escrow Agent that the Improvements have been constructed in accordance with the Plans and that SFRTA is prepared to accept the assignment of the Improvements and to permit the use of the Relocated Parking Spaces by Tri-Rail patrons.

"Approvals" shall mean all approvals and permits required for construction of the Improvements from Fort Lauderdale, Broward County, FDOT and any other governmental agencies that are required to be obtained for CCP to construct the Improvements.

"CCP Property" shall have the meaning set forth in the Recitals.

"Commencement Notice" shall mean CCP's written notice to SFRTA and FDOT with its intent to commence construction at least thirty (30) days prior to the anticipated commencement date.

"Concept Plan" shall mean the concept plan for the SFRTA Property which includes the Relocated Parking Spaces, Drop-Off Areas, Roadway and the Connector, as depicted on Exhibit B hereto and as may be modified as provided herein. CCP has previously delivered to SFRTA a draft Concept Plan and SFRTA has previously commented thereon and SFRTA shall have the right to continue to comment on and request revisions to the Concept Plan as provided in Section 2 below.

"Connector" shall mean the north-south connector roadway between NW 6^{th} Way and the SFRTA Property that may be required to provide vehicular access to the Relocated Parking Spaces from NW 6^{th} Way.

"Drop-Off Areas" shall mean the bus drop-off area, bus parking bays, passenger waiting area and kiss and ride area to be constructed on the SFRTA Property, as depicted on the Concept Plan.

"Easement" shall mean an easement agreement substantially in the form of Exhibit C hereto from SFRTA to CCP and FDOT requiring 268 parking spaces to be provided on the SFRTA Property, as further provided in this Agreement.

"Escrow Agent" shall mean Greenberg Traurig, P.A.

"Improvements" shall mean the Relocated Parking Spaces and the Additional Improvements, which include the Drop-Off Areas, Roadway and the Connector.

"Lease" shall have the meaning set forth in the Recitals.

"Northwestern" shall mean Northwestern Mutual Life Insurance Company.

"Northwestern Agreement" shall mean the Easement, Dedication and Construction Agreement dated March 28, 2003 among Tri-Rail Commuter Rail Authority (as predecessor to SFRTA), Florida Power & Light Company and Northwestern.

"NW 6^{th} Way" shall mean the north-south road known as NW 6^{th} Way between Cypress Creek Road and the SFRTA Property to which SFRTA (as successor to the Tri-County Commuter Rail Authority) has been granted an easement pursuant to the Northwestern Agreement for patrons to access the SFRTA Property.

"Plans" shall mean the detailed plans and specifications for construction of the Improvements to be prepared by CCP and approved by SFRTA.

"Relocated Parking Spaces" shall have the meaning set forth in the Recitals.

"Roadway" shall mean the east-west road known as NW 61st Court connecting the SFRTA Property and Powerline Road, as further set forth on the Concept Plan and in the Northwestern Agreement.

"SFRTA Property" shall have the meaning set forth in the Recitals.

2. CCP Responsible for Constructing Improvements to the SFRTA Property.

The parties agree that the SFRTA Property shall be improved by constructing the Improvements in accordance with the terms and conditions of this Agreement. The construction and other costs shall be paid by CCP. The construction and other costs, as

estimated by Carter-Burgess, are as follows and are described in more detail on Exhibit D. SFRTA and FDOT do not approve or make any representation with respect to such estimated costs. CCP shall be responsible for the costs of constructing the Improvements and obtaining the all Approvals necessary for constructing the Improvements.

| Component | Estimated Cost |
|--|----------------|
| Relocated Parking Spaces | \$ 685,000 |
| Drop-Off Areas | 275,000 |
| Roadway | 406,000 |
| Connector | 50,000 |
| Approvals | 25,000 |
| Unallocated Expense Allowance to SFRTA | 25,000 |
| Total | \$1,466,000 |

3. Concept Plan.

The Improvements shall be substantially as set forth on the Concept Plan. If CCP determines that the Concept Plan is required to be modified to obtain the Approvals or otherwise, CCP shall provide written notice to SFRTA of any proposed modifications. SFRTA shall then either approve or comment on the proposed modifications in writing to CCP. SFRTA's comments and/or approval shall not be unreasonably withheld or delayed or result in an unreasonable increase in expense to constructing the Improvements. In accordance with the previous sentence, SFRTA shall have the right to request CCP make reasonable modifications to the Concept Plan at any time until approval of the Plans, provided that SFRTA shall not request modifications that are inconsistent with proper design standards and municipal building codes.

4. Approvals.

CCP shall be responsible for obtaining the Approvals and paying all costs and fees related thereto, including all governmental filing fees. Promptly after execution of this Agreement, CCP shall apply for and diligently prosecute the applications for the Approvals. CCP shall give SFRTA the right to review and comment on such applications prior to their submission. CCP shall keep SFRTA and FDOT advised of the status of the Approvals. CCP shall submit all Approvals to SFRTA promptly after CCP's receipt of same from all applicable governmental agencies. SFRTA and FDOT shall cooperate with CCP in obtaining such approvals. CCP shall use reasonable efforts to obtain the Approvals within six (6) months of the execution of this Agreement, provided, however, that CCP is not responsible for any delay resulting from SFTRA's modification of the Concept Plan or the Plan after CCP makes its applications.

5. Submission of Plans.

Prior to commencement of construction of the Improvements, CCP will submit the Plans to SFRTA for SFRTA approval. The Plans shall be consistent with the Concept Plan, as may be modified from time to time as provided herein and as may be modified to obtain the

Approvals. SFRTA shall have the right to either approve or comment on the Plans in writing to CCP. SFRTA's comments shall be reasonable and shall be consistent with proper design standards and applicable municipal codes and its comments and/or approval shall not be unreasonably withheld or delayed or result in an unreasonable increase in expense to constructing the Improvements. The Plans shall comply with all required municipal construction standards applicable to the Improvements. The contractor selected by CCP shall be reasonably acceptable to SFRTA.

6. Commencement Of Construction Of Relocated Parking Spaces.

CCP agrees to commence construction of the Improvements within twelve (12) months from the receipt of the Approvals. CCP shall timely provide SFRTA and FDOT with the Commencement Notice. Prior to commencement of construction, CCP shall post a bond to insure construction of and payment for the Improvements in accordance with Section 255.05, Florida Statutes.

7. Construction Of Relocated Parking Spaces, Drop-Off Areas And Connector.

CCP shall be responsible for the construction of the Improvements (subject to Section 8 with respect to the Roadway) in accordance with the Approvals and the Plans. CCP shall be responsible for the payment of all costs related thereto. The Drop-Off Areas and Connector will be constructed simultaneously with the Relocated Parking Spaces and completed no later than the completion of the Relocated Parking Spaces. During the construction of the Improvements, SFRTA shall have the reasonable opportunity to inspect the ongoing status of the Improvements.

8. Construction of Roadway.

SFRTA and CCP agree that Northwestern has an existing obligation to construct the Road pursuant to the Northwestern Agreement. SFRTA, as successor to the Tri-Rail Commuter Rail Authority, hereby assigns to CCP its rights to enforce Northwestern's obligation to construct the Roadway under the Northwestern Agreement. CCP shall be responsible for insuring that the Road is constructed by Northwestern pursuant to the Northwestern Agreement. If CCP is unable to enforce Northwestern's obligations to construct the Road pursuant to the Northwestern Agreement, then CCP shall be required to construct the Road at CCP's expense and CCP shall have the right to recover costs of Roadway construction from Northwestern to the extent that SFRTA would have such a right. The Road will be completed no later than the completion of the Relocated Parking Spaces.

9. Conveyance Of All Improvements To SFRTA.

Upon completion of construction of the Improvements, SFRTA shall have the right to inspect the Improvements and request CCP to take any further required action such that the Improvements comply with the Plans and the Approvals. Upon determination by SFRTA that the Improvements have been constructed in accordance with the Plans and the Approvals, SFRTA shall deliver the Acceptance. Effective upon receipt of the Acceptance, CCP shall convey to SFRTA all of its ownership rights to the Improvements pursuant to an assignment

in the form attached hereto as Exhibit E, free and clear of all encumbrances and liens, subject only to the Easement. The assignment shall also assign to SFRTA all warranties from the contractor with respect to the Improvements. CCP shall execute the assignment and deliver it to the Escrow Agent simultaneously with the execution of this Agreement and the Escrow Agent shall release such assignment to SFRTA upon receipt of the Acceptance. The performance bond described in Section 6 of this Agreement shall be released upon the delivery of the Acceptance.

10. Requirement For SFRTA To Maintain Relocated Parking Spaces.

As provided in the Easement, SFRTA shall be required to perpetually maintain the Relocated Parking Spaces on the SFRTA Property for public use. Simultaneously with the execution of this Agreement, SFRTA, FDOT and CCP shall execute the Easement and deliver such to the Escrow Agent. Upon receipt of the Acceptance from SFRTA, the Escrow Agent shall record the Easement in the Broward County property records. It is further understood and agreed that the Easement is to be held by CCP and its successors and assigns as appurtenant to the SFRTA Property and such Easement and right of way granted therein shall run with the land for the benefit of SFRTA, CCP and FDOT and their respective successors and assigns.

11. Amendment to Lease.

Simultaneously with the execution of this Agreement, FDOT and CCP will enter into an amendment of the Lease substantially in the form of Exhibit F hereto and providing for the following:

- a. FDOT's consent to the transfer of the Relocated Parking Spaces from the CCP Property to the SFRTA Property;
- b. FDOT's agreement to modify the obligation to construct a pedestrian bridge from the CCP Property to the Station to require it to be an at-grade path; and
- c. FDOT's consent to the Easement as set forth in Section 9 above.

12. Payment Towards SFRTA Expenses.

CCP will pay to SFRTA \$25,000 as an unallocated expense allowance to cover any legal expenses and other SFRTA overhead relating to the design and construction of the Improvements on the SFRTA Property. CCP will make this payment simultaneously with the Commencement Notice.

13. SFRTA Right To Utilize SFRTA Property.

Nothing contained herein shall prevent SFRTA from utilizing the SFRTA Property for any other purpose or otherwise developing the SFRTA Property, provided that 268 parking spaces are available to Tri-Rail patrons on the SFRTA Property, unless FDOT has otherwise consented and FDOT and CCP have amended the Easement and the Lease.

14. Termination.

SFRTA shall have the right to terminate this Agreement if construction does not timely commence as provided in Section 6 above or if construction of the Improvements is not completed within three (3) years of the date of this Agreement.

15. Indemnification.

CCP hereby agrees to indemnify and hold SFRTA harmless from and against all claims, demands, liability, damages, cost or expense, including attorneys fees, arising from third party claims, demands arising out of the physical construction of the Improvements, including but not limited to damage to persons or property; provided, however, CCP shall not be liable and SFRTA shall indemnify CCP, for any other matters, including, without limitation, the condition of the SFRTA Property, matters arising before or after construction of the Improvements, maintenance or replacement of the Improvements, environmental matters or title deficiencies. CCP shall provide SFRTA with evidence of liability insurance of SFRTA's contractor and provide coverage of at least \$1,000,000 for damage to persons or property, which liability insurance shall name SFRTA as an additional insured.

16. Mechanics' Liens.

SFRTA shall not be liable for any work performed or to be performed by or on behalf of CCP on the SFRTA Property relating to the Improvements or for any materials furnished or to be furnished at the SFRTA Property relating to the Improvements, or for any costs associated with the above, and no mechanic's or other lien for such work or materials shall attach to the SFRTA Property. This Agreement specifically prohibits the subjecting of the SFRTA Property to any liens for improvements CCP or its contractors make or cause to be made or for which CCP or its contractors are directly or indirectly responsible for payment.

17. Amendment and Modification.

This Agreement may be amended, modified and supplemented only by written agreement of the parties hereto. Each party waives its right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

18. Assignment.

The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the parties hereto and their respective permitted successors and assigns. CCP also shall have the right to establish a community development district ("CDD"), which will include the CCP Property. CCP shall have the right to assign its rights under this Agreement to the CDD, provided that upon any such assignment, CCP shall not be released of its obligations under this Agreement to construct and pay for the Improvements and any such assignee shall be jointly and severally liable for all obligations of CCP set forth in this Agreement.

19. <u>CCP's Right To Apply For Grants And Other Subsidies To Pay Ffor The Cost</u> Of <u>The Improvements.</u>

CCP shall have the right to apply for federal, state and local grants, subsidies and other programs to pay for and/or reimburse CCP for the cost of the Improvements, including, but not limited to, grants available pursuant to the Strategic Intermodal System and related programs. Any such application shall not in any way affect or limit CCP's obligation to pay for the Improvements.

20. Entire Agreement.

This Agreement, including the schedules and exhibits hereto and the documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications and understandings, oral or written, express or implied, between the parties with respect to such transactions.

21. Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed, first class certified mail with postage paid or by overnight receipted courier service:

(a) If to FDOT:

Florida Department of Transportation 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309 Attn: District Secretary

with a copy to:

Florida Department of Transportation 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309 Attn: Legal Department

or to such other person or address as FDOT shall furnish by notice to SFRTA and CCP in writing.

(b) If to SFRTA:

South Florida Regional Transportation Authority 800 NW 33 Street

Pompano Beach, FL 33064 Attn: Executive Director

with a copy to:

Greenberg Traurig, P.A. 777 S. Flagler Drive West Palm Beach, Florida 33401

or to such other person or address as SFRTA shall furnish by notice to FDOT and CCP in writing.

(c) If to CCP:

Cypress Creek Partners, LLC 350 Camino Gardens Boulevard, Suite 102 Boca Raton, Florida 33432 Attn: Michael D. Masanoff

with a copy to:

Sachs & Sax 301 Yamato Road, Suite 4150 Boca Raton, Florida 33431 Attn: Michael D. Karsch

or to such other person or address as CCP shall furnish by notice to FDOT and SFRTA in writing.

22. Binding Effect.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and its successors and permitted assigns.

23. Governing Law and Venue.

The Agreement shall be governed by the laws of the State of Florida as to all matters with venue in Broward County.

24. Waiver of Jury Trial.

To the extent provided by law, SFRTA and CCP hereby waive the right to a jury trial in any litigation brought by either of the parties hereto against the other party on any matter arising out of or in any way related to this Agreement.

25. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Headings.

The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

27. Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

28. Severability.

Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. Legal Fees.

In connection with any litigation or proceeding under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including but not limited to attorneys fees, expenses and disbursements (including fees and costs incurred in a bankruptcy proceeding or on appeal).

30. Recitals.

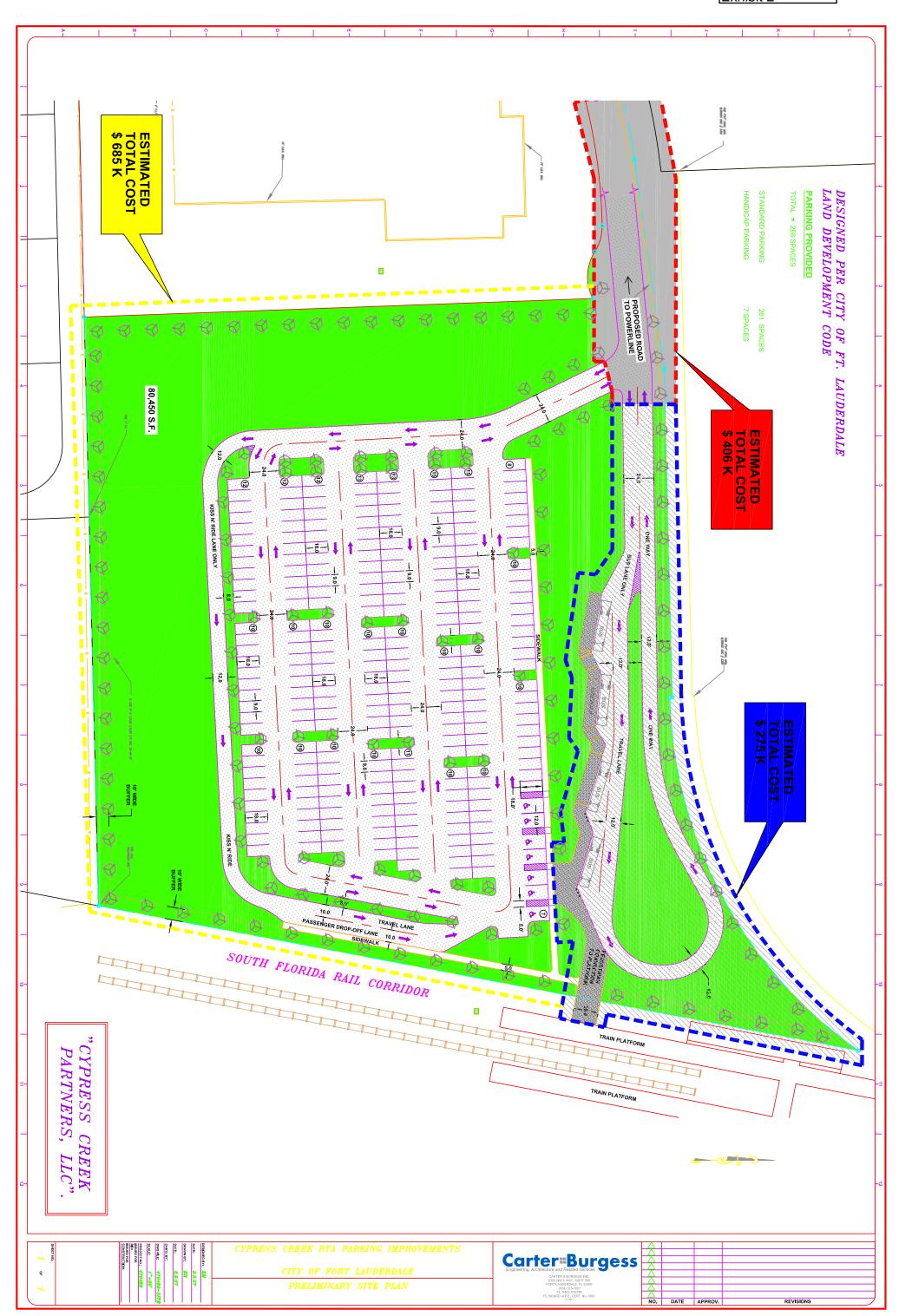
The recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set forth their hand the day and year first above written.

| Signed sealed and delivered in the presence of | SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY |
|--|---|
| Sign: | |
| Print: | |
| | By: |
| Sign: | Name : |
| Print: | Title: |
| Attest: | Approved as to form and legal sufficiency: |
| Ioganh Cioliotti | Name: |
| Joseph Giulietti | General Counsel |
| Executive Director | General Counsel |
| Signed, sealed and delivered in the presence of: | THE FLORIDA DEPARTMENT OF TRANSPORTATION |
| Sign: | |
| Print: | By: |
| | Name: |
| Sign: | |
| Print: | Title: |
| | Date: |
| Signed sealed and delivered in the presence of | |
| Sign: | |
| Print: | By: |
| | Name: |
| Sign: | Manager |
| Print: | |
| | |

Exhibit 2



HISTORY OF CYPRESS CREEK PARTNERS PARKING PROPOSAL

On October 12, 2006, Cypress Creek Partners, LLC (CCP) submitted a Term Sheet to the South Florida Regional Transportation Authority (SFRTA) at the request of the Florida Department of Transportation (FDOT) District IV for consideration and discussion. The purpose of the Term Sheet was to obtain SFRTA's agreement to transfer and relocate 268 surface parking spaces from the FDOT-owned Cypress Creek Park & Ride site located at the southwest corner of Interstate 95 and Cypress Creek Road (East Property), to the SFRTA property west of the Tri-Rail Cypress Creek Station (West Property). CCP is currently leasing the East Property from FDOT with the intention of developing the site for commercial uses.

On November 15, 2006, CCP submitted a revised Term Sheet to the SFRTA. Per the Term Sheet, CCP would form with the approval of various government entities a Community Development District (CDD)/Transit Assessment District (TAD) that would include both the East and West Property. The CDD/TAD would be responsible for constructing the 268 transit parking spaces, the access road to the parking facility known as NW 6th Way, and a bus drop-off area, referred to as the "West Improvements". In exchange, the TAD would pay an annual license fee to the SFRTA of \$300,000, payable in arrears in October of each year. The cost of the West Improvements, interest on the unpaid amounts and other amounts will be offset against the annual license payments until such time as the TAD recovers the West Improvement Costs and interest on the unrecovered costs at an interest rate of 6% per annum. Upon the TAD recapturing through the offset against the annual license payments the West Improvement Costs and accrued interest, the TAD would commence making licensing fee payments to SFRTA.

On December 15, 2006, the Term Sheet was presented to the Property Committee as an Information Item. The Committee moved to recommend that staff, with participation Mr. George Morgan, Jr., SFRTA Governing Board Member and Chair of the Property Committee, negotiate with CCP and report back to the Property Committee. This Term Sheet was never fully analyzed by staff for either its financial benefits or legal viability.

On December 22, 2006, SFRTA received a revised Term Sheet from CCP. The Term Sheet proposed a revised Agreement, which would grant the TAD certain rights to use the SFRTA parcel with annual payments by the TAD to SFRTA of a "TBD" amount.

On January 22, 2007, staff received a letter from CCP requesting that SFRTA authorize CCP (specifically Mr. Michael Masanoff), Carter Burgess and The Chappell Group to obtain a jurisdictional determination from Broward County Environmental Protection Department regarding any environmental matters related to SFRTA's parcel. Subsequently, SFRTA communicated to CCP that this letter would require Board approval for such authorization.

On February 15, 2007, SFRTA received an Offer and Proposed Agreement dated February 13, 2007, from Cypress Creek Partners, LLC (CCP) regarding the proposed construction of 268 parking spaces on SFRTA's parcel. The Agreement proposed that CCP will be responsible for constructing all improvements on SFRTA's parcel including obtaining the rights from SFRTA to enforce Northwestern's Mutual obligation to construct the access roadway to Powerline Road. Upon completion of the improvements, CCP would convey to SFRTA all ownership rights to the improvements.

On February 23, 2007, the SFRTA Governing Board delegated this item to the Property Committee for a 60-day review period to consider all options available to the Agency for use of the site.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

AGENDA ITEM REPORT

| | | | _ |
|-----|-------------------|-----------------------|----------------------|
| | □ Discussion | ☐ Information Item | Presentation |
| MAN | NGONIA PARK TRI-R | AIL STATION LEASE ANI | D EASEMENT AGREEMENT |

SUMMARY EXPLANATION AND BACKGROUND:

On October 17, 1995, the South Florida Regional Transportation Authority (SFRTA) entered into a 10 year Lease and Easement Agreement (Lease) with Investment Corporation of Palm Beach (d/b/a Palm Beach Jai Alai) for approximately 7.1 acres of land to be used as parking at the Mangonia Park Station and an additional 1.1 acres for access rights to the station.

On June 17, 1999, the Palm Beach Jai Alai property (approximately 52 acres) was sold to Henrietta Realty Corporation and the Lease and Easement Agreement was assigned to Henrietta Realty through an Assignment and Assumption Agreement with SFRTA. The property was later transferred as a gift to Don King Arena, Inc. (DK) a wholly owned subsidiary of Don King Productions, Inc.

In 2003, SFRTA staff attempted to negotiate a new Lease with DK Arena, Inc. since the terms of the Lease were expiring. SFRTA was not successful in reaching an agreement with DK Arena, despite several meetings over a two year period. Accordingly, on October 17, 2005, the Lease expired by its own terms and the tenancy converted to a month-to-month tenancy, terminable by either party with 30 days notice.

On December 1, 2006, DK Arena, Inc. contacted SFRTA to again discuss negotiating terms for a new lease. The new lease agreement would be in conjunction with DK Arena, Inc.'s sale of the property to FRI Investors. FRI Investors proposes to develop a 600,000 square feet office and industrial development utilizing about 38 acres of the site and providing SFRTA with approximately 3.3 acres or 240 parking spaces for the Mangonia Park Tri-Rail Station. Future Tri-Rail parking needs (year 2025) indicate the need for 465 spaces.

Attached as Exhibit 1 is the owner's best and final offer as to a new lease for the Mangonia Park Tri-Rail Station. The Lease provides for a ten year term with five options to renew for ten years each. Accordingly, should SFRTA wish, the total term would be sixty years.

(Continued on Page 2)

EXHIBITS ATTACHED: Exhibit 1 – Lease and Easement Agreement

Exhibit 2 – Proposed Site Plan

Exhibit 3 – Memorandum of Potential Issues

MANGONIA PARK TRI-RAIL STATION LEASE AND EASEMENT AGREEMENT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The existing parking provides for about 270 spaces and future needs are about 450 according to the draft SFRTA Parking Study (coming to Property Committee as a separate item). FRI is proposing to reduce the parking area from about 7 acres to 3.1 acres and provide 240 spaces. Staff estimates the demand will exceed the 240 spaces in 3-5 years.

If the smaller parking area is accepted by SFRTA, structured parking is likely to be required in the future to meet demand. FRI Investors currently proposes to lease SFRTA the parking area, which is inconsistent with major SFRTA investment in a parking structure.

Another major issue to be resolved for SFRTA is identifying funds sufficient to build the new parking lot in accordance with the new site plan proposed by FRI Investors (see Exhibit 2.) If SFRTA agrees to accept the 240 space parking facility, the total cost of construction including design is estimated to be approximately \$1.2 million. Additionally, SFRTA is obligated to pay for its proportionate share of costs and expenses assessed against the parking parcel. These expenses will be assessed by the "to be created Property Owner's Association." This cost is currently unknown but will be based upon a square footage calculation (see Exhibit 3.)

MANGONIA PARK STATION

LEASE AND EASEMENT AGREEMENT

THIS MANGONIA PARK STATION LEASE AND EASEMENT AGREEMENT (this "Lease Agreement") is made this _____ day of ______, 2007 by and between DK ARENA, INC., a Delaware corporation, having a mailing address of 501 Fairway Drive, Deerfield Beach, Florida 33441 ("Landlord") and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, having a mailing address of 800 N.W. 33rd Avenue, Pompano Beach, Florida 33064 ("Tenant").

RECITALS

WHEREAS, Landlord owns the real property graphically depicted on the site plan attached as Exhibit "A" (hereinafter referred to as the "Main Parcel"); and

WHEREAS, the Florida Department of Transportation ("FDOT") owns a right-of-way formerly used by CSXT Railroad for the railroad tracks that are located adjacent on the northern boundary to the Main Parcel (hereinafter referred to as the "South Florida Rail Corridor Parcel"); and

WHEREAS, Tenant, as the operator of a commuter rail service pursuant to an agreement with FDOT, constructed a new station, including a passenger loading platform and other improvements, within the South Florida Rail Corridor Parcel (the "Mangonia Park Station"); and

WHEREAS, Tenant has been using a portion of the Main Parcel for parking for the Mangonia Park Station pursuant to that certain lease between Investment Corporation of Palm Beach d/b/a Palm Beach Jai Alai, as landlord, and Tenant, as tenant, recorded in Official Records Book 14177, Page 21, of the Public Records of Palm Beach County, Florida, and assigned to Henrietta Realty Corporation, as landlord, said lease having expired pursuant to its terms (the "Expired Lease"); and

WHEREAS, Landlord has acquired title to the Main Parcel from the previous landlord; and

WHEREAS, the parties hereto have agreed to enter into this Lease Agreement, under which Tenant will lease the real property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Parking Parcel"), with the further understanding that the Landlord may slightly alter the perimeter boundary lines of the Parking Parcel (except for the northeasterly perimeter boundary line which is contiguous to the South Florida Rail Corridor Parcel), provided that such alterations shall not affect the number of parking spaces, the bus access drive, the sidewalks graphically depicted on the Site Plan (as defined below) or access to the Parking Parcel upon giving written notice of such alteration to Tenant pursuant to the terms of this Lease Agreement and Tenant will be allowed non-exclusive access to and from the Parking Parcel over the real property more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Access Easement"), with the further understanding that Landlord may relocated the

Access Easement, from time to time, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement; and

WHEREAS, the Tenant has agreed to reimburse FRI for the costs and expenses associated with constructing the improvements on the Parking Parcel in accordance with the site plan attached hereto as Exhibit "D" (the "Site Plan").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- 1. **Recitals**. The parties hereto agree that the foregoing recitals are true and correct, and are hereby incorporated into this Lease Agreement and made a part hereof..
- 2. <u>Lease</u>. Landlord, its successors and assigns hereby demises and leases unto Tenant, its successors and assigns for the consideration and upon the terms and conditions herein set forth, the Parking Parcel.
- 3. <u>Lease Term</u>. To have and to hold the Parking Parcel, unto Tenant, its successors and assigns, upon the covenants and agreements herein set forth, commencing upon the later to occur of: (i) the acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc., a Florida corporation or its approved assignee ("FRI") or (ii) upon the date that the last party executes this Lease Agreement and ending ten (10) years thereafter (the "Lease Term"), unless extended as provided below or unless sooner terminated pursuant to this Lease Agreement. The parties hereto agree to execute a Memorandum of Lease in the form attached hereto as Exhibit "E" and made a part hereof, which Memorandum of Lease shall be recorded in the Public Records of Palm Beach County, Florida. This Lease Agreement shall not be recorded in the Public Records Palm Beach County, Florida.
- Renewal Term. Tenant, its successors and assigns, shall give written notice to 4. Landlord, or its successors and assigns, no later than six (6) months prior to the expiration of the applicable Lease Term (each, a "Renewal Notice" and collectively the "Renewal Notice(s)") should Tenant desire to extend the Lease Term for five (5) additional successive ten (10) year terms ("each, a Renewal Term" and collectively the "Renewal Terms"). Upon extension, all of the same terms and conditions of this Lease Agreement shall apply to the Renewal Term(s). Further, if this Lease Agreement is extended, the right to use the Access Easement shall continue for the Lease Term, without requiring any further action of any party. Upon Tenant's request, if this Lease Agreement is extended, Landlord shall execute a Memorandum in recordable form evidencing such extension(s). Should Tenant fail to give the Renewal Notice(s), Landlord, its successors and assigns, shall give Tenant written notice that it failed to send the Renewal Notice(s) (the "Reminder Notice") and Tenant shall have forty-five (45) business days after receiving the Reminder Notice to notify Landlord or its successors and assigns as to whether Tenant desires to renew the Lease for such Renewal Term. If Tenant fails to notify Landlord or its successors and assigns of its intent to renew this Lease Agreement within forty-five (45) business days of receiving the Reminder Notice, then this Lease Agreement shall terminate upon expiration of the Lease Term and the parties shall be released from all liabilities hereunder (the Lease Term, together with the Renewal Term(s) shall hereinafter be collectively referred to as the "Term").

- 5. Rent. Landlord acknowledges and agrees that the existence of a train station adjacent to the Main Parcel will benefit the operation of Landlord's business to be conducted on the Main Parcel. As a result and in consideration of such implicit value, Tenant shall not be required to pay normal monthly rent, except for the following charges: (i) the cost of Tenant's insurance premium (as provided in Paragraph 13 below), (ii) taxes assessed in connection with any activities on the Parking Parcel; provided, however, that the Tenant will not be obligated to pay for the real property taxes in connection with the Parking Parcel, and (iii) the proportionate share of the costs and expenses assessed against the Parking Parcel by the property owner association for the Main Parcel (the "Association"), and FRI shall provide to the Tenant the estimated Budget for the current year prior to the execution of this Lease Agreement.
- Agreement, FRI shall, at Tenant's sole cost and expense, immediately commence, and shall diligently pursue until completion, the construction of the improvements on the Parking Parcel in accordance with the Site Plan attached hereto as ("Tenant's Work"). Tenant shall not make any revisions whatsoever to the Site Plan without first obtaining Landlord's written approval, which may be withheld in Landlord's sole discretion. Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, authorizations and entitlements required for Tenant's Work. It is understood that Tenant shall be solely responsible for payment of any and all fees, tariffs, taxes and other charges which may be levied or assessed by any governmental or quasi-governmental agency or utility company in connection with issuance of any such permits, including, without limitation, building permit, plan check, inspection, and utility connection.
- 7. <u>Temporary Parking During Construction</u>. Landlord acknowledges and agrees that Tenant must continuously operate its business within the South Florida Rail Corridor Parcel during the construction of Tenant's Work. As a result, Landlord hereby grants a temporary license to Tenant during the time period required by FRI to complete the Tenant's Work (the "Temporary Term") over that portion of the Main Parcel more particularly described on Exhibit "F" attached hereto and made a part hereof (the "Temporary Parking Parcel"). Landlord shall at all times during the Temporary Term provide Tenant with at least one hundred twenty-five (125) regular parking spaces.
- 8. Use of Parking Parcel and Construction of Improvements. The Parking Parcel shall be used for parking and uses related to operation of a train station, including a roadway on the Parking Parcel to provide access to the South Florida Rail Corridor Parcel. Tenant shall maintain, repair, repave, re-stripe reconstruct and otherwise keep in good and usable condition parking spaces, driveways, parking areas, curbs, landscaping, lighting, signage and other improvements on the Parking Parcel, at Tenant's cost and expense. During the Term of this Lease Agreement, Tenant shall have the right to hookup to any utilities on the Parking Parcel, subject only to the requirements (if any) of such utility. Tenant may (but shall not be required to) install improvements at its own expense within the Parking Parcel that are related in Tenant's reasonable opinion to Tenant's operation of a train station, including without limitation, newsstands, elevators, bike lockers, lighting, restrooms, concession stands and kiosks. Tenant agrees to comply with all county and city regulations in constructing said improvements. Tenant may reconfigure the parking spaces in any way it chooses within the Parking Parcel or may construct any improvements relating to the use of the train station on the Parking Parcel in its sole discretion, provided that such reconfiguration and/or construction does not violate the regulations of the City

of Mangonia Park or Palm Beach County. Tenant shall have the exclusive right under this Lease Agreement to utilize the parking spaces contained within the Parking Parcel.

9. Access Easement. Landlord hereby grants, conveys and confirms to Tenant, its successors and assigns, for the use, benefit and enjoyment of Tenant, its successors and assigns, and its employees, invitees, patrons, customers, contractors, and guests, ingress and egress to the Parking Parcel over a non-exclusive easement for pedestrian and vehicular traffic (including buses) over the Access Easement, with the further understanding that: (i) the Landlord may relocate the Access Easement on the Main Parcel, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement, provided that such relocated Access Easement shall continue to allow the Tenant ingress and egress to the Parking Parcel on a non-exclusive basis, and if the Access Easement is relocated, the Landlord shall move and otherwise readjust the directional signs previously located in the Access Easement, as appropriate, and (ii) the Landlord hereby grants a temporary license to the Tenant to use the access easement described in the Expired Lease with the understanding that such license shall automatically expire and be of no further force and effect at such time as the Landlord provides access to the Tenant under the Access Easement. The Landlord shall not construct or allow any speed bumps or similar traffic calming devices in the Access Easement.

10. Maintenance of Parking Parcel and Access Easement.

- (a) Maintenance of Access Easement: Landlord, its successors and assigns, shall maintain the Access Easement in good repair and condition. Such maintenance shall include repairs, rubbish removal, cleaning and sweeping and maintenance of all landscaping within the Access Easement.
- (b) Maintenance of Parking Parcel: Tenant shall maintain the Parking Parcel in good repair and condition. Such maintenance shall include repairs, repaving, rubbish removal, maintenance of landscaping, cleaning and sweeping.
- 11. <u>Twenty-Four Hour Access</u>. Landlord agrees that Tenant, its successors and assigns, its employees, invitees, patrons, customers and guests shall have twenty-four hour, seven-day-a-week, access to Parking Parcel over the Access Easement, and Landlord will not erect or construct or permit to be erected or constructed on the Access Easement any obstruction which will in any way interfere with the free flow of traffic and any rights granted to Tenant under this Lease Agreement, except on a temporary basis in connection with making emergency repairs due to force majeure events, or in connection with the maintenance and repair of the Access Easement; provided, however, in the event of such maintenance and repair, the Landlord shall conduct such maintenance and repair so at least one access lane in the Access Easement is open at all times providing access to the Parking Parcel. Tenant shall have the right to control and prevent access on the Parking Parcel to all persons who in the reasonable judgment of Tenant are detrimental to the safety of its patrons.
- 12. <u>Signage</u>. Landlord hereby grants, conveys and confirms to Tenant, it successors and assigns, the right to: (i) utilize the two (2) concrete monument signs presently located near 45th Street near the current entrance to the Main Parcel (the "Existing Entrance Walls"), with the further understanding that the Existing Entrance Walls may be relocated to another location

mutually acceptable to Landlord and Tenant, and (ii) install signage identifying Tenant's name and directional signage at a location within the Access Easement, provided, however, that such signage is of a type, size, and color acceptable to the Landlord and in compliance with the code requirements of Mangonia Park, and that the location of such signage within the Access Easement is at a location acceptable to the Landlord. It shall be the Association's responsibility to maintain the monument signs and the directional signs not located on the Parking Parcel, including the repainting or remodeling of said signage, with the understanding that such costs will be part of the Association's annual budget.

Insurance. Tenant shall, during the Term hereof, provide Landlord with a certificate evidencing insurance coverage for comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit, for the Parking Parcel Landlord shall carry at its own expense throughout the Term, comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit; for the Main Parcel (less the Parking Parcel) provided, however, that the Landlord's insurance policy coverage may be provided pursuant to a policy secured by a property owner's association for the Main Parcel. All insurance required under this Lease Agreement shall be issued by insurance companies which are licensed to do business in the state of Florida and which are rated at least "A" by Best's Key Rating Guide and be reasonably acceptable to the other party. If at any time the Best's Key Rating Guide shall cease to be published, there shall be substituted therefore the most similar rating guide then published.

Each party shall be named an additional insured under the policy of the other and each policy shall provide a thirty (30) day notice of cancellation to the other.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by a matter or required hereunder to be covered in whole or in part by the liability insurance to be carried or in connection with any improvements on or activities conducted on the Main Parcel (excluding the Parking Parcel) as to the Landlord's insurance policy, and on the Parking Parcel as to the insurance policy to be provided by the Tenant, and waive any right of subrogation which might otherwise exist in or accrue to any person or account thereof, and evidence of such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage, except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force in effect.

- 14. <u>No Brokers</u>. The parties warrant and represent to each other that there have been no brokers or finders involved in this transaction. The obligations of this paragraph shall survive the termination of this Lease Agreement.
- 15. <u>Attorney's Fees</u>. In the event of any dispute, which may arise concerning the terms or conditions of this Lease Agreement, the prevailing party in such dispute shall be entitled to recover all reasonable costs and expenses of such dispute, including, without limitation, its reasonable attorney's fees and costs incurred through all levels of appellate litigation.

- 16. <u>Successors and Assigns</u>. This Lease Agreement may be assigned or transferred by Tenant (upon providing written notice of such assignment or transfer to Landlord) to an governmental entity related to Tenant that assumes Tenant's responsibility in operating the Mangonia Park Station, without obtaining Landlord's consent. All other assignments or transfers shall require Landlord's consent, which shall not be unreasonably withheld.
- 17. <u>Captions</u>. The captions appearing in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent exists.
- 18. <u>Termination of Lease Agreement</u>. The rights granted under this Lease Agreement shall automatically terminate upon termination or expiration of this Lease Agreement. Upon Tenant's written notice to Landlord that Tenant is terminating this Lease Agreement, this Lease Agreement shall automatically terminate. If Tenant exercises its right to terminate this Lease Agreement and if requested by Landlord, then Tenant shall execute a termination of this Lease Agreement in recordable form.
- 19. <u>Title Policy</u>. Simultaneously with the execution of this Lease Agreement by Tenant, Landlord shall provide a title insurance policy insuring the Tenant's leasehold estate in the Parking Parcel, pursuant to this Lease Agreement, as well as insuring access to the Parking Parcel pursuant to the Access Easement. Tenant shall pay for said title policy at the minimum promulgated rate, plus all abstracting fees (not to exceed \$500.00). Additionally, Tenant shall, if it desires, obtain a survey at its cost.
- Mechanics Liens. Tenant shall not suffer, create or permit any mechanics liens or other liens to be filed against the Main Parcel (including the Parking Parcel and the Access Easement), by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant, including Tenant's contractors, sub-contractors, agents or employees. If any such mechanics or laborers liens or materials liens shall be recorded against the Main Parcel (including the Parking Parcel or the Access Easement), due to work contracted for by Tenant or Tenant's contractors, sub-contractors, agents or employees, then within thirty (30) days after notice of filing thereof or within fifteen (15) days after Landlord advises Tenant in writing that Landlord has been served with such a complaint, whichever is earlier, Tenant shall cause such lien to be removed or will transfer the lien to bond. If Tenant in good faith desires to contest the lien, Tenant shall be privileged to do so, but in such case Landlord may in its sole discretion require that the lien be transferred to bond prior to contesting same.

In accordance with applicable provisions of Florida mechanic's lien law and specifically Florida Statutes Section 713.10, no interest of Landlord in the Main Parcel (including the Parking Parcel and the Access Easement), shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder, including Tenant's contractors, sub-contractors, agents and employees.

21. **Notices**. In the event any notices are to be delivered hereunder, said notice shall be effective upon receipt, if hand-delivered or sent by overnight, commercial courier or upon posting

in the United States Mail, certified mail, return receipt requested addressed to the parties as follows:

Landlord: 501 Fairway Drive

Deerfield Beach, Florida 33441

Attn: Charles Lomax

With a copy to: Thomas V. Eagan

Squire, Sanders & Dempsey L.L.P.

200 South Bayshore Blvd. Miami, Florida 33131

Tenant: South Florida Regional Transportation Authority

800 Northwest 33rd Street, Suite 100 Pompano Beach, Florida 33064

With a copy to: Teresa J. Moore

Greenberg Traurig

777 South Flagler Drive, Suite 300E West Palm Beach, FL 33401

22. **Landlord's Representations**. Landlord warrants with Tenant that:

- (a) Landlord has fee simple title to the Main Parcel (including, the Parking Parcel and the Access Easement).
- (b) Neither the execution or delivery of this Lease Agreement, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Landlord is a party or by which it is bound, or constitute or will constitute a default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.
- (c) There are no leases, licenses or other occupancy or use agreements respecting the Parking Parcel, except for the current occupancy of portions of the Main Parcel by the Tenant.
- (d) Landlord and any corporate officers executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement. Landlord is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.
- (e) That this Lease Agreement and all other documents to be executed and delivered by Landlord in connection with the consummation of this Lease Agreement are valid, binding and enforceable in accordance with their respective terms and conditions.

- (f) Except as disclosed in that certain Environmental Site Assessment, Palm Beach, Jai-Alai Fronton, Palm Beach County, Florida, prepared October 18, 1996, by Dames & Moore, 6400 Congress Avenue, Suite 2500, Boca Raton, Florida 33487 (the "Environmental Audit"), the Landlord has no notice or knowledge of any (i) currently existing violations of federal, state, county or municipal environmental laws in respect to the Main Parcel or (ii) past, pending or threatened administrative or judicial litigation or other legal proceedings including, without limitation, any enforcement proceeding under any federal, state, county or municipal statute, ordinance, rule or regulation concerning hazardous materials related to the Main Parcel, or any settlement thereof.
- 23. <u>Tenant's Representations</u>. Tenant represents with Landlord that Tenant and its representatives executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement, and that the Expired Lease has expired, according to its terms, and Tenant no longer has any rights under the Expired Lease.
- 24. <u>Waiver</u>. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it shall be in writing signed by the waiving party. No waiver of a breach of any condition shall be claimed or pleaded to exclude a future breach of the same conditional covenant. The mention in this Lease Agreement of any specific right or remedy shall not preclude a party from exercising any other right or from having any other remedy or from maintaining an action to which it may be otherwise entitled either at law or in equity.
- 25. **No Partnership**. It is further understood and agreed that neither party to this Lease Agreement shall be construed or have to be a partner or associate of the other in the conduct of the other's business.
- 26. <u>Entire Lease Agreement</u>. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than set forth herein. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless in writing and signed by them.
- 27. <u>Applicable Law</u>. This Lease Agreement shall be construed under the laws of the State of Florida.
- 28. <u>Counterparts</u>. This Lease Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.
- 29. <u>Cooperation</u>. Landlord agrees, when requested by Tenant, to join in or execute any and all permits, documents, agreements and instruments and to take all other actions in a timely manner in order to effectuate the terms and conditions of this Lease Agreement.
- 30. <u>Taxes and Other Payments</u>. Landlord shall pay all payments due under any encumbrances on the Main Parcel (including the Parking Parcel), as well as all real estate taxes due thereon. Tenants shall reimburse the Landlord for real estate taxes attributable to the Parking

Parcel, and shall pay all personal property taxes, rent taxes, sales taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied or assessed against the Parking Parcel, as well as the activities conducted on the Parking Parcel, including sales taxes levied or assessed, as a result of Tenant's sale of newspapers or operation of a concession stand on the Parking Parcel. Upon request by Tenant, Landlord shall provide Tenant with a copy of a paid tax receipt evidencing that the current real estate taxes have been paid.

- <u>Compliance with Laws</u>. Tenant shall, when constructing any improvements in the 31. Parking Parcel, or when constructing any improvements in the Access Easement (when permitted by the Landlord), comply with all local building code requirements, zoning requirements and all other laws, rules, ordinances and regulations. Should the City of Mangonia Park or Palm Beach County require any improvements, including but not limited to, reconfiguration of parking areas, landscaping, lighting, or alteration of drainage, on any areas located on the Parking Parcel, Tenant shall pay for such improvements. At anytime during the Term, upon submittal of the plans outlining any intended improvements on the Parking Parcel and if permitted by the Landlord on the Access Easement, Landlord shall provide to Tenant within seven (7) business days, a written statement, certified by its engineer that the intended improvements do not alter or affect the existing drainage on the Main Parcel, Parking Parcel or the Easement Areas. If Landlord's engineer states that the improvements alter the drainage, then Tenant may at its option, redesign the improvements or terminate this Lease Agreement. Under no circumstances shall Tenant be responsible for or be required to modify or alter the drainage on the Main Parcel (excluding the Parking Parcel or the Access Easement) at any time during the Term. Further, Tenant shall not be responsible for complying with any development order affecting the Main Parcel (excluding the Parking Parcel) including, but not limited to, any Development of Regional Impact affecting the Main Parcel (excluding the Parking Parcel).
- 32. <u>Damage and Destruction</u>. If at any time during the Term, any improvements installed by Tenant are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, Tenant, at its option may repair and restore the damaged or destroyed improvements. Should Tenant choose not to restore the improvements, Tenant shall give Landlord written notice of its intent to terminate this Lease Agreement and this Lease Agreement shall terminate thirty (30) days thereafter, with the parties being released from all rights and obligations under this Lease Agreement. If Tenant chooses not to repair any damaged or destroyed improvements, Tenant agrees to demolish and remove the remaining damaged improvements.
- Parcel and the Access Easement) are not currently subject to any mortgage. In the event that the Landlord or its successors in title secure a mortgage in the future, then this Lease Agreement shall be subordinate to the lien of such mortgage provided, however, that the Landlord shall secure a non-disturbance agreement from such lender in a form reasonably acceptable to said lender, and otherwise containing normal and reasonable terms and conditions, including that the Tenant shall be entitled to remain in occupancy of the Parking Parcel and use the Access Easement for so long as the Tenant is not in default under the terms and conditions of the Lease Agreement. Further, this Lease Agreement shall be subject and subordinate to any future mortgage or encumbrance if the holder thereof provides Tenant, its successors and/or assigns, with a similar non-disturbance agreement.

- 34. <u>Time</u>. Time is of the essence of each obligation of each party hereunder.
- **Self Help**. Notwithstanding anything to the contrary herein contained, in the event 35. of any breach of this Lease Agreement by either party, the non-breaching party may (but shall not be obligated to) at any time after ten (10) business days written notice to the breaching party, except in emergency situations for which no notice shall be required, cure such breaches for the account and at the cost and expense of the breaching party. If the non-breaching party at any time so elects or is compelled by any other person to cure such breach or is compelled to incur any other expense arising out of such breach by the breaching party (including without limitation reasonable attorney's fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce the non-breaching party's rights under this or any other paragraph of this Lease Agreement or otherwise), the sum or sums so paid by the non-breaching party, with all interest, costs and damages shall be paid by the breaching party to the non-breaching party within five (5) days following written demand. Any funds so expended by the non-breaching party and any payments required to be made by the breaching party pursuant to this Lease Agreement that are not timely paid shall bear interest at the rate of 12% per annum from the original due date until paid in full by the breaching party.
- 36. Warranty of Title and Quiet Enjoyment. Landlord represents and warrants that it alone has full right to enter into this Lease Agreement. Landlord further represents and warrants that Tenant shall peaceably and quietly hold the Parking Parcel and shall have access thereto over the Access Easement for the Term, without any hindrance (except for normal maintenance and such repairs as may be required under the terms of this Lease Agreement), molestation or ejectment.
- 37. <u>Construction Against the Drafter</u>. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease Agreement. Accordingly, this Lease Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

Signed, sealed and delivered in the presence of:

| Witnesses: | DK ARENA, INC., a Delaware corporation | | |
|---|--|--|--|
| Name: | By: Name: Title: | | |
| Name: | Title | | |
| STATE OF FLORIDA) ss.: | | | |
| COUNTY OF | | | |
| The foregoing instrument was acknowled by, as, as | lged before me this day of, 2007 of DK Arena, Inc., a Delaware she is personally known to me or has produced | | |
| NOTARY SEAL | Notary: Print Name: Notary Public, State of Florida My commission expires: | | |

SOUTH FLORIDA REGIONAL TRANSPORTATION

| | By: |
|--|--|
| Name: | Name: |
| | Title: |
| Name: | |
| | Approved as to form by: |
| | Teresa J. Moore |
| | Greenberg Traurig |
| | 777 South Flagler Drive |
| | Suite 300E |
| | West Palm Beach, FL 33401 |
| | Telephone: (561) 650-7963 |
| | Telecopier: (561) 655-6222 |
| | Ву: |
| | Name: |
| | Title: |
| STATE OF FLORIDA) | |
|) ss.: | |
| COUNTY OF) ss.: | |
| | edged before me this day of, 2007 |
| | of South Florida Regional |
| Transportation, a , | on behalf of the . He/she is |
| personally known to me or has produced | on behalf of the He/she is as identification. |
| | N. da |
| NOTADY CEAL | Notary: |
| NOTARY SEAL | Print Name: Notary Public State of Florida |
| | |
| | Notary Public, State of Florida My commission expires: |

EXHIBIT "A" SITE PLAN FOR THE MAIN PARCEL

EXHIBIT "B" LEGAL DESCRIPTION FOR PARKING PARCEL

EXHIBIT "C" LEGAL DESCRIPTION FOR ACCESS EASEMENT

EXHIBIT "D" SITE PLAN FOR PARKING PARCEL

EXHIBIT "E" MEMORANDUM OF LEASE

EXHIBIT "F" GRAPHIC DEPICTION OF TEMPORARY PARKING PARCEL

381663000v.1 MAXSONS 057375 014600



11

Exhibit 3

Greenberg Traurig

Memorandum

To: South Florida Regional Transportation Board

From: Phillip H. Hutchinson and Stephanie A. Maxson

Date: February 22, 2007

Re: SFRTA Mangonia Park Station Lease and Easement Agreement (the "Lease")

What follows is a brief memorandum outlining the potential issues with respect to the proposed Lease Agreement for the Mangonia Park Station.

1. The Lease requires SFRTA to pay for all costs and expenses relating to the construction of the Parking Parcel, including, without limitation, the paving, striping, lighting, electrical hook-up, sidewalks, construction permits, inspections, etc. The total cost of the construction is estimated to be approximately \$1.2 Million. At this juncture, SFRTA has only approximately \$500,000 available for the construction. Before the Authority could agree to the terms of this Lease, the additional \$700,000 will need to be identified and budgeted for this construction. The Owner, while responsible for completing the construction, will not contribute any funds toward the Authority's shortfall in funds.

2. The Lease requires SFRTA to pay for its "proportionate share" of the costs and expenses assessed against the Parking Parcel. The Owner states that the "proportionate share" is based upon the square footage of the Parking Parcel which would be comprised of 3.3 acres. The amount of these costs will be based upon an estimate provided by the Owner at the beginning of each year. Thus, at this point, the Authority does not know the amount of this cost. Additionally, SFRTA would be required to be a member of the Property Owner's Association. The Authority would need to review the underlying Association documents to determine whether

it has any voting rights and whether its proportionate share could change and, if so, under what circumstances. It is expected that this cost would increase on a yearly basis. SFRTA would have to budget for this unknown sum for the life of the Lease.

- 3. The Lease states that the lease term will not commence until the *later* of: (i) acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc. ("FRI"), and (ii) the date the last party executes the Agreement. This means that should FRI Investors not close on the property, the Lease will never become effective. In that case, the Authority would still be operating under the existing month-to-month lease and would be subject to eviction with 30-days notice. Based on the language in (i) above, it is unclear as to whether Don King Productions will retain title to the Parking Parcel. Additionally, if FRI acquires title to the Main Parcel prior to the execution of the Lease, then FRI would need to be assigned the Lease as part of the closing. Alternatively, FRI would need to be a party to the present Lease to insure that the ultimate Owner was bound by the terms of the Lease. The Owner declined to make any changes with respect to this provision.
- 4. During construction, SFRTA will require temporary parking and other facilities. The present parking lot comprises in excess of 5 acres, the new parking lot will comprise 3.3 acres. The Lease provides for 125 temporary parking spaces ("Temporary Parking Parcel") pending completion of the construction of the Parking Parcel. The Owner states that the Temporary Parking Parcel will comprise the northern end of the present parking lot. The Owner will not commit to make alterations to the Temporary Parcel to insure that it is ADA compliant. It is the Owner's belief that by utilizing a portion of the present parking lot which is ADA compliant, that no further alterations will be required to obtain ADA compliance. It is unknown

at this time whether this assertion is correct; however, it is clear that the ADA does not provide

for any form of waiver for compliance during the time of construction. Accordingly, once Staff

receives final plans for the Temporary Parking Parcel, a determination can be made as to whether

such a parcel is ADA compliant.

5. SFRTA may require in the future non-exclusive easements over the Main Parcel

in order to tap into and utilize certain utility services (e.g. gas, water, sewer, drainage, electric,

etc.) on the Main Parcel. The Owner states that should such a requirement arise in the future, the

Authority will need to request such easements from the Owner. The Owner will, as part of the

construction, provide hook-ups for the present facilities. The Owner is unwilling to provide non-

exclusive easements for future expansion at this time without clarification as to the exact usage.

6. Pursuant to Paragraph 31 of the Agreement, Tenant is required to pay and

otherwise be responsible for the modification to any drainage systems within the Access

Easement if such drainage systems are affected by construction conducted by the Authority on

the Parking Parcel. Any additional construction implemented by the Authority after the

completion of the Parking Parcel should be cognizant of any potential changes in the drainage

system on the Main Parcel and the Access Easement.

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

INFORMATION ITEM REPORT

| □ Discussion | ☐ Information Item | Presentation | |
|--------------|-----------------------|--------------|--|
| BO | CA RATON TRI-RAIL STA | TION | |
| PHASE | II JOINT DEVELOPMENT | PROJECT | |

SUMMARY EXPLANATION AND BACKGROUND:

At the August 25, 2006, Property Committee Meeting, the Committee agreed to cancel negotiations with San Remo Developments (negotiations were on-going from August 2005 thru August 2006.) The Committee directed the South Florida Regional Transportation Authority (SFRTA) staff along with Mr. George Morgan's participation to meet with the City of Boca Raton (City) to discuss the development potential of SFRTA's Boca Raton Tri-Rail Station Phase II Joint Development Project (Phase II Project) and report these discussions back to the Property Committee.

On September 14, 2006, staff met with Carmen Annunziato, City Planning and Zoning Director, and Jorge Camejo, City Director of Development Services, to discuss modifying the development from 50,000 square feet of office space and up to 20,000 square feet of retail space, increasing the office space to 60,000 square feet and decreasing the retail space to 10,000 square feet, to better align with market needs. City Staff was generally supportive of the concept. The City also confirmed that the current build-out date for the Development of Regional Impact (DRI) for the Boca T-Rex Development is November 30, 2008, allowing the SFRTA a two-year timeframe to secure a building permit.

In order to expedite the development process, the City staff suggested that: (1) SFRTA perform all due diligence work and obtain the necessary City approvals prior to securing a developer for the Property; and (2) that SFRTA assemble a consultant team that is familiar with the City's site planning approval process.

On December 1, 2006, Mr. George Morgan, Jr., SFRTA Governing Board Member and Chair of the SFRTA Property Committee, and staff met with Mr. Steven Abrams, City Mayor and Mr. Leif Ahnell, City Manager. Both were supportive of the SFRTA plans to develop the Phase II Project as 60,000 square feet of office space and 10,000 square feet of retail space.

(Continued on page 2)

EXHIBITS ATTACHED: None

BOCA RATON TRI-RAIL STATION PHASE II JOINT DEVELOPMENT PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

At the December 15, 2006, Property Committee Meeting, the Property Committee requested staff to bring back a list of consultants and their cost estimates for implementing the Phase II Project. The Consultant Team being proposed includes Siemon & Larsen to resolve DRI and Zoning issues related to the site; Kimley-Horn & Associates to perform an updated Traffic Study, Market Study and assist with Bid Preparations; and the Treasure Coast Regional Planning Council who will assist with site plan reviews, coordination and approval of the developer's site plan with the City. The total cost for consultant services are estimated at \$195,000, including a 15% contingency.

Staff has determined through preliminary discussions with our proposed consulting team that the DRI must be amended through a Notice of Proposed Change (NOPC) in order to convert the development to 60,000 square feet of office space and 10,000 square feet of retail space. Additionally, the expiration date of the DRI could also be extended at least two years through this same process.

Exhibit 1 provides an implementation timeline of about four months for the NOPC process and six months for revising the zoning regulations to allow for less restrictive signage for the retail space. To ensure existing entitlements under the DRI are preserved, a decision to pursue the NOPC would need to occur at least six months prior to the November 2008 DRI expiration date. The NOPC and all governmental fees are estimated at a not-to-exceed amount of \$60,000.

At the January 26, 2007 Property Committee Meeting, the Committee moved to defer the motion to recommend the Phase II Project Implementation Schedule for 30 days.

On February 8, 2007, staff met with Mr. Eric Deckinger, Opus South Corporation (OPUS) to discuss issues related to the site. Mr. Deckinger initially expressed via an e-mail to SFRTA's Executive Director the interest of his company in submitting an unsolicited proposal to develop the site. On April 9, 2007, the SFRTA received a letter from OPUS outlining the general terms and conditions upon which OPUS desires to negotiate with the SFRTA for the right to lease and develop the Phase II Project. Discussion Item #2 of the May 11th Property Committee Agenda specifically addresses the OPUS proposal.

On April 18, 2007, the Palm Beach County Board of County Commission unanimously approved the first reading of an amendment to its comprehensive plan related to concurrency standards for transit-oriented development (TOD). The second reading is tentatively anticipated for late summer 2007. It should be noted the proposed amendment will directly benefit SFRTA's ability to encourage TOD at its Tri-Rail stations in Palm Beach County. A TCRPC representative will be in attendance at the Property Committee meeting to answer questions and provide additional detail if requested.

(Continued on page 3)

BOCA RATON TRI-RAIL STATION PHASE II JOINT DEVELOPMENT PROJECT

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Please note that on February 23, 2007, the SFRTA Governing Board delegated this item to the Property Committee to pursue all options and return to the Board with direction in 90 days. A report of this item is due to the SFRTA Governing Board on May 25, 2007.

MINUTES PROPERTY COMMITTEE MEETING OF DECEMBER 15, 2006

The Property Committee meeting was held at 8:30 a.m. on Friday, December 15, 2006 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Mr. George Morgan, Jr., SFRTA Board Member and Property Committee Chair Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair

ALSO PRESENT:

- Mr. Joseph Giulietti, SFRTA Executive Director
- Mr. Jack Stephens, SFRTA Deputy Executive Director
- Ms. Bonnie Arnold, SFRTA
- Mr. Brad Barkman, SFRTA
- Mr. Chris Barton, Kimley-Horn & Associates
- Mr. Jim Blosser, Blosser & Sayfie
- Ms. Loraine Cargill, SFRTA
- Ms. Brandy Creed, Carter & Burgess
- Mr. William Cross, SFRTA
- Mr. Paul Dorling, City of Delray Beach
- Ms. Diane Hernandez Del Calvo, SFRTA
- Mr. Neisen Kasdin, SFRTA Board Member (Via Telephone)
- Ms. Mary Jane Lear, SFRTA
- Mr. Michael Masanoff, Cypress Creek Partners, LLC
- Ms. Renee Mathews, SFRTA
- Mr. Dan Mazza, SFRTA
- Ms. Teresa Moore, Greenberg Traurig
- Mr. Jeff Olson, SFRTA
- Mr. Gerry O'Reilly, FDOT, District IV
- Ms. Flavia Silva, SFRTA
- Ms. Lynda Kompelien Westin, SFRTA
- Mr. Edward Woods, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 8:30 a.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giulietti requested the Agenda to be amended to move Item I2 – City of Delray Beach Redevelopment Plans – as the first item of the Agenda.

The Chair requested the Agenda be amended to reflect Item I2 as the first Item to be addressed.

Mr. Smith moved for approval of the amended Agenda. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved as amended.

<u>MATTERS BY THE PUBLIC</u> – Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – <u>MOTION TO APPROVE</u>: Minutes of Property Committee Meeting of October 27, 2006

Mr. Smith stated that he would like to review the October 27, 2006 Property Committee recording prior to approving the Consent Agenda.

The Chair deferred Item C1 of the Consent Agenda to the next Property Committee meeting.

The Chair called for further discussion and/or opposition. Upon hearing none, the Chair declared the Item deferred to the next meeting of the Property Committee.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1 - <u>MOTION TO RECOMMEND</u>: Boca Raton Station Phase II Joint Development Project Implementation Plan

The Chair stated that per the request of the Property Committee, SFRTA staff and himself, met with the City of Boca Raton Mayor and City Manager on December 1, 2006. The Chair continued stating that both the City Mayor and City Manager were favorable to SFRTA plans to develop the Boca Raton Station site to accommodate 60,000 square feet of office and 10,000 square feet of retail and confirmed that the DRI for the Boca T-Rex Development was extended through November 30, 2008.

There was discussion amongst the Property Committee members and SFRTA staff regarding the cost of hiring a Team of Consultants to support SFRTA's efforts in the planning phase of the transit oriented-development at the Boca Raton Station site.

The members of the Property Committee requested staff to provide a cost estimate for hiring the consultants to support SFRTA staff to move forward with the Boca Raton Station Implementation Plan.

The Chair moved to defer item R1 – Motion to Recommend the Boca Raton Station Phase II Joint Development Project Implementation Plan – to the next Property Committee meeting and, directed staff to include a cost estimate for the consultants in order to move forward with the Implementation Plan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Item deferred to the next meeting of the Property Committee.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I2 – <u>PRESENTATION</u>: City of Delray Beach Redevelopment Plans

Mr. Dorling, Planning and Zoning Director for the City of Delray Beach, provided a brief overview of the Redevelopment Plans for the City of Delray Beach (City). Mr. Dorling stated that Palm Beach County (PBC) owns a parcel adjacent to the Delray Beach Tri-Rail Station and, the City entered into and Agreement with PBC to relocate their buildings and allow use of the County parcel for 100% workforce housing. Mr. Dorling continued stating that the City may have to subsidize structured parking on the County parcel and keep Tri-Rail's existing 174 spaces.

Mr. Smith stated that the Property Committee supports these redevelopments and requested Mr. Dorling to return to a future meeting of the Property Committee to report on the progress of the plans.

The Chair moved the discussions to the next item on the Agenda.

I1 – INFORMATION: Cypress Creek Partners Parking Proposal

Mr. Blosser, Blosser & Sayfie, representing Cypress Creek Partners (CCP) addressed the Property Committee requesting SFRTA's agreement to transfer and relocate 268 surface parking spaces from the Cypress Creek Park & Ride site located at the southwest corner of Interstate 95 and Cypress Creek Road (East Property), to the SFRTA property west of the Tri-Rail Cypress Creek Station (West Property).

Ms. Creed, Carter and Burgess, addressed the Property Committee regarding the future plans for the parking lot to be built on the West Property.

Mr. Masanoff stated that currently there is an Agreement between Northwestern Mutual (NWM), FP&L and SFRTA regarding the obligations to build the roadway and, it is his understanding that the roadway is to be dedicated as a public road with NWM being responsible for the construction.

Mr. Masanoff continued stating that if NWM fails to construct the roadway, CCP will be responsible for the expansion of the roadway.

The Chair requested staff to identify NWM obligations in relation to the construction of the roadway.

Mr. O'Reilly, Florida Department of Transportation (FDOT) District IV, stated that FDOT supports the parking lot concept.

Mr. Smith requested a copy of the Deed and the Title Policy for the Tri-Rail Cypress Creek property.

Mr. Morgan stated that he spoke directly to Mr. Wolfe; FDOT's District IV Secretary, on this matter and stated that Mr. Wolfe made it clear that FDOT is not mandating that SFRTA accepts this proposal however; FDOT is requesting SFRTA's consideration to the matter.

Mr. Kasdin, SFRTA Board Member, joined the meeting via telephone at 10:05 am.

Mr. Blosser continued stating that the proposal is to relocate the surface parking spaces from the East Property to the West Property; the term will be co-existing with the 99 year lease that exists on the Cypress Creek FDOT lot; the design will include parking spaces and a bus depot. Mr. Blosser stated that the terms are contingent on CCP entering into an appropriate lease amendment providing FDOT's consent to relocate the parking spaces to the west property and eliminating CCP's further obligations with respect to such spaces and, FDOT's agreement to eliminate the obligation to construct the elevated pedestrian brige.

Mr. Masanoff stated that CCP will review the jurisdictional issues of the property to see whether or not there are any environmental issues.

Ms. Moore stated that previously there were discussions regarding SFRTA's ability to enter into an Agreement with CCP because of the relationship of a former Board Member, Mr. Michael Masanoff, however; the two year period of time after leaving the Board will end in January 2007 and continued stating that it was her understanding that FDOT indicated that it would prefer the SFRTA to enter into an Agreement directly with CCP. Ms. Moore pointed out that CCP is requesting the Property Committee to approve a concept only however; per SFRTA's bylaws the Property Committee has only an advisory capacity, and any decision by this Committee is advisory in nature and subject to final approval of SFRTA's Governing Board.

Mr. Smith moved to direct staff to move forward, with Mr. Morgan's participation, to negotiate with Cypress Creek Partners. The results of the negotiations are to be reported back to the Property Committee for approval and transmittal to the SFRTA Governing Board. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved. The Chair moved the discussions to the next item on the Agenda.

13 – INFORMATION: Administrative Facility Site Comparative Analysis

The Chair requested a recess at 10:45 am.

The Property Committee reconvened at 10:50 am.

Mr. Barton, Kimley-Horn & Associates (KH), stated that the services of KH were retained through a standing contract between SFRTA and KH under Work Order number 10 to perform an analysis of potential sites and identify the feasibility for accommodating SFRTA's Administrative Facility.

Mr. Smith requested a copy of Work Order 10.

Mr. Barton continued stating that to perform a comparative analysis for the development of 60,000 square feet, a list of sites were identified by staff which included SFRTA owned properties - 2.8 acres at the Boca Ration Station; 3 acres to the west of the Deerfield Beach station; 6.8 acres to the west of the Cypress Creek station; 4.4 acres on the east side and 1.4 acres on the west side of the Pompano Beach station. Mr. Barton added that the analysis also included the purchase, expansion and upgrading of the existing leased administrative facility adjacent to the Pompano Beach station and the renewed leasing of the administrative facility adjacent to the Pompano Beach station with the owner providing the expansion and upgrades to the facility.

Mr. Barton pointed out that the site analysis criteria included future land use; rezoning, platting, time frame for development; site accessibility; proximity to planned FEC Tri-Rail transfer, environmental conditions; height and FAA requirements; future expansion capabilities; parking requirements for the Administrative Facility and station demands, and administrative facility development costs.

Mr. Smith presented a matrix for determining the geographic location of SFRTA Administrative Facility.

Mr. Kasdin disconnected from the Conference Call.

There was discussion amongst the Property Committee members and staff was instructed to proceed with the development of a criteria list to determine the Administrative Facility location with the discretion to use Consultants as necessary. Staff was also directed to include possible site locations for the Administrative Facility once the criteria list is established and approved.

The Chair moved the discussions to the next item on the Agenda.

I4 – <u>INFORMATION</u>: Tri-Rail Station Parking and Circulation Study

The Chair deferred Item I4 of the Agenda to the next Property Committee meeting.

The Chair called for further discussion and/or opposition. Upon hearing none, the Chair declared the Item deferred to the next meeting of the Property Committee.

The Chair moved the discussions to the next item on the Agenda.

I5 – INFORMATION: Station Area Land Use, Zoning & Government-Owned Properties

The Chair deferred Item I5 of the Agenda to the next Property Committee meeting.

The Chair called for further discussion and/or opposition. Upon hearing none, the Chair declared the Item deferred to the next meeting of the Property Committee.

The Chair moved the discussions to the next item on the Agenda.

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Reports/Comments from the SFRTA Executive Director.

PROPERTY COMMITTEE MEMBER COMMENTS

There were no Comments from the Property Committee Members.

ADJOURNMENT

The meeting was adjourned at 11:25 a.m.

MINUTES PROPERTY COMMITTEE MEETING OF JANUARY 26, 2007

The Property Committee meeting was held at 8:30 a.m. on Friday, January 26, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Mr. George Morgan, Jr., SFRTA Board Member and Property Committee Chair

Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair

ALSO PRESENT:

Commissioner Jeff Kooms, SFRTA Board Member

Mr. Neisen Kasdin, SFRTA Board Member

Mr. Joseph Giulietti, SFRTA Executive Director

Mr. Jack Stephens, SFRTA Deputy Executive Director

Mr. Brad Barkman, SFRTA

Ms. Loraine Cargill, SFRTA

Mr. William Cross, SFRTA

Ms. Diane Hernandez Del Calvo, SFRTA

Ms. Mary Jane Lear, SFRTA

Mr. Michael Masanoff, Cypress Creek Partners, LLC

Ms. Renee Mathews, SFRTA

Mr. Dan Mazza, SFRTA

Ms. Teresa Moore, Greenberg Traurig

Mr. Jeff Olson, SFRTA

Ms. Flavia Silva, SFRTA

Ms. Lvnda Kompelien Westin, SFRTA

Mr. Edward Woods, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 8:35 a.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Smith moved for approval of the Agenda. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved unanimously.

<u>MATTERS BY THE PUBLIC</u> – Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

Mr. Masanoff, Cypress Creek Partners (CCP), stated that CCP has made some progress in relation to the jurisdictional wetlands/environmental issues associated with the Cypress Creek site. Mr. Masanoff continued stating that according to their environmental review of the site there are no indications of any wetlands/environmental issues. In order to obtain a "sign off" from Broward County, Mr. Masanoff requested SFRTA submit a letter to Broward County authorizing CCP to act on SFRTA's behalf regarding the jurisdictional determination of the wetlands.

The Chair pointed out that the next step is for CCP to submit a formal proposal to the SFRTA. General Counsel recommended that SFRTA represent itself in any such determination.

The Chair moved the discussions to the next item in the Agenda.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of October 27, 2006

Mr. Smith requested that the Minutes of the Property Committee Meeting of October 27, 2006 be amended to reflect the following:

- 1) Vice-Chair Smith requested that the Property Committee members, with the help of staff, develop a matrix to objectively determine the best location for the South Florida Regional Transportation Authority headquarters and further that a list of facts considered would be fully refined before recommending to the full Board such a location; and
- 2) The Chairman suggested that one of the items included in the matrix to be considered in determining the best location for the South Florida Regional Transportation Authority's headquarters should be that of a location that has a proper power source and also a communication network; and
- 3) Mr. Masanoff, the former Property Committee Chair and former Board Member, provided comments at the October 27, 2006 Property Committee meeting regarding what is presently around the Boca Raton station.

Mr. Smith moved to amend Item C1 of the Consent Agenda to include the clarifications provided in items 1, 2 and 3 listed above. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item C1 of the Consent Agenda approved as amended.

The Chair moved the discussions to the next item in the Agenda.

C2 – <u>MOTION TO APPROVE</u>: Minutes of Property Committee Meeting of December 15, 2006

Mr. Smith stated that he would like to review the December 15, 2006 Property Committee recordings prior to approving the Consent Agenda.

Mr. Smith moved to defer the motion to approve the Minutes of the Property Committee Meeting of December 15, 2006 to the next Property Committee meeting. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item C2 of the Consent Agenda deferred to the next meeting of the Property Committee.

The Chair moved the discussions to the next item in the Agenda.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1 – <u>MOTION TO RECOMMEND</u>: Criteria List for Evaluating Potential Sites for SFRTA Administrative Facility

Mr. Smith stated that he liked the criteria that was put together by staff however; he would like to consider items such as sufficient parking, joint parking agreements, shuttle services and transit support. Mr. Smith continued stating that disaster planning should be included as one of the items in the criteria list and also items that would support staff during a disaster, such as major power source/generator, computer network connections, power lines, street flooding and removal of debris.

The Chair tabled the motion to recommend the List of Criteria for Evaluating Potential Sites for SFRTA Administrative Facility for 30 days. The Chair stated that there is a need for further discussion with staff to expand the list of evaluation criteria and, directed staff to include the items presented by Mr. Smith in the criteria list for discussion at a future Property Committee meeting.

The Chair moved the discussions to the next item in the Agenda.

R2 – <u>MOTION TO RECOMMEND</u>: Boca Raton Station Phase II Joint Development Project Implementation Schedule

The Chair stated that he and staff met with the Boca Raton City Mayor and the City Manager and stated that both were supportive of the SFRTA plans to develop the Phase II Development Project to accommodate 60,000 square feet of office and 10,000 square feet of retail. The Chair also pointed out that there is a relative short timeframe to secure the building permit.

Mr. Giulietti, SFRTA Executive Director, stated that Opus South Corporation contacted SFRTA and met with staff to discuss what could be done at the site and their intention of submitting an unsolicited proposal to the SFRTA for the development of the site.

Mr. Smith stated that although time is of the essence, he did not think that a decision needed to be taken about filing an amendment for the time extension of the Development of Regional Impact (DRI) during this meeting. Mr. Smith declared that he would prefer to apply pressure on the developer who plans to come in with an unsolicited proposal so they can assist the SFRTA with the extension of the DRI. Mr. Smith added that he would not vote to accept the proposed implementation plan.

Mr. Stephens, SFRTA Deputy Executive Director, stated that there were two separate meetings with the City of Boca Raton staff. The first meeting involved SFRTA staff, the City of Boca Raton Director of Development Services and the Director of Planning and Zoning, the second meeting involved the Property Committee Chair, SFRTA staff, the Boca Raton City Mayor and City Manager. Mr. Stephens stated that City staff advised SFRTA to assemble a team of consultants to support SFRTA's efforts in the planning phase of the Boca Raton Station Phase II Joint Development Project. Mr. Stephens pointed out that per the Property Committee request staff was directed to compile a list of consultants and their cost estimates for implementing the Phase II Joint Development Project. Mr. Stephens said that the proposed Consultant Team includes Siemon & Larsen (S&L), Kimley-Horn & Associates (KH) and the Treasure Coast Regional Planning Council (TCRPC) which would perform tasks such as; DRI and zoning issues, traffic and market studies, bids, site plan reviews and approvals. Mr. Stephens said that the total cost for the consultants' fees is estimated at \$195,000 including a 15% contingency and affirmed that at this time these consultants are not engaged in any activities.

Mr. Giulietti stated that although there is the opportunity for potential unsolicited proposals that would allow a developer to work directly with the consultants, the DRI could potentially expire before SFRTA could get anything done.

Mr. Smith inquired about the possibility of tabling this motion for 30 days.

Mr. Stephens stated that this decision is within the Property Committee's discretion but pointed out that there is a time factor to be discussed and that he has been advised by TCRPC and S&L that a Notice of Proposed Change (NOPC) will be required to change the development plans per Florida Statutes.

Mr. Smith stated that he is not prepared to support the Implementation Plan at this time.

Mr. Smith moved to defer the motion to recommend the Boca Raton Station Phase II Joint Development Project Implementation Schedule for thirty (30) days. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item R2 of the Regular Agenda deferred to 30 days.

The Chair moved the discussions to the next item in the Agenda.

R3 – MOTION TO RECOMMEND: Modification to Purchase Order No. 05-000380 with

Holland & Knight, LLP for Special Legal Services related to the Boca Raton Phase II Joint Development

Project

Mr. Smith moved for approval of the recommendation to modify Purchase Order No. 05-000380 with Holland & Knight, LLP for Special Legal Services related to the Boca Raton Phase II Joint Development Project. The motion was seconded by the Chair.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared Item R3 approved.

The Chair moved the discussions to the next item in the Agenda.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

I1 – <u>INFORMATION</u>: Tri-Rail Station Parking and Circulation Study

Mr. Cross, Manager of Planning and Capital Development Department, addressed the Property Committee regarding the results of the Tri-Rail Station Parking and Circulation Study. Mr. Cross stated that SFRTA staff and the Consultants are currently developing recommendations for enhancements to parking capacity, vehicular and pedestrian circulation, loading areas, bicycle facilities, and transit amenities. Mr. Cross stated that this Study will be taken to the Planning and Technical Advisory Committee and the SFRTA Governing Board at their March 2007 meetings.

I2 – INFORMATION: Station Area Land Use, Zoning & Government-Owned Properties

There were no discussions regarding Information Item I2 – Station Area Land Use, Zoning & Government-Owned Properties during the meeting.

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no reports or comments from the SFRTA Executive Director.

PROPERTY COMMITTEE MEMBER COMMENTS

There were no comments from the Property Committee Members.

ADJOURNMENT

The meeting was adjourned at 9:55 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

INFORMATION ITEM REPORT

| | Presentation | |
|---------------|--------------|--|
| TRI-RAIL STAT | TION AREA | |

LAND USE, ZONING AND GOVERNMENT OWNED PROPERTIES

SUMMARY EXPLANATION AND BACKGROUND:

At the September 22, 2006, Property Committee meeting, staff was directed to prepare maps of the land use, zoning, and government-owned properties surrounding Tri-Rail stations. These were presented at the October 27, 2006, Property Committee meeting. At that time, the Committee Members requested that maps of government owned properties be keyed to ownership information.

These maps have been presented at the December 15, 2006, and January 26, 2007; however, time constraints prevented them from being reviewed. The maps and corresponding spreadsheets will be posted on the South Florida Regional Transportation Authority's (SFRTA) web site.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PROPERTY COMMITTEE MEETING: MAY 11, 2007

AGENDA ITEM REPORT

| Consent Regular Pub | olic Hearing |
|---------------------|--------------|
|---------------------|--------------|

TRI-RAIL STATION PARKING AND CIRCULATION STUDY

REQUESTED ACTION:

<u>MOTION TO APPROVE:</u> Recommendation to SFRTA Board for Approval of Tri-Rail Parking and Circulation Study

SUMMARY EXPLANATION AND BACKGROUND:

At the September 22nd, 2006 Property Committee meeting, an introductory presentation was given regarding the Tri-Rail Station Parking and Circulation Study. The study was conducted to identify existing and future parking needs at Tri-Rail stations and to develop a staged parking improvement implementation plan. As ridership growth occurs, adequate capacity and efficient circulation for all modes used to access stations must be provided. Understanding future parking needs is also important as South Florida Regional Transportation Authority (SFRTA) seeks to negotiate future land use opportunities at some of its stations.

The main work of the study consisted of station inventories, demand projection and conceptual design formulation. The products of this effort are a prioritized list of projects aimed at providing sufficient parking capacity and improving circulation and station amenities over a twenty year timeframe. There are also general recommendations for SFRTA policy, implementation of improvements and innovations. Mr. Eric Goodman, Transportation Planner with the South Florida Regional Transportation Authority (SFRTA) and Mr. Greg Kyle of Kimley-Horn and Assoc., will be in attendance to provide a PowerPoint presentation and lead discussion of the plan recommendations. The Tri-Rail Station Parking and Circulation Study will be presented to SFRTA Governing Board at the May 25, 2007, Board Meeting

EXHIBITS ATTACHED: Exhibit 1 - Executive Summary

Exhibit 2 - Presentation

Exhibit 3 - Station Conceptual Designs

| Property Commi | ittee Action: | |
|----------------|---------------|----|
| Approved: | Yes | No |
| Vote: U | Unanimous | |
| Amended Motio | n: | |

Tri-Rail Parking and Circulation Study *DRAFT*

Prepared for:

South Florida Regional Transportation Authority

Prepared by:

Kimley-Horn and Associates, Inc. Fort Lauderdale, Florida









March 2007 1



Introduction

The Tri-Rail Parking and Circulation Study was conducted to identify existing and future parking needs at Tri-Rail stations and to develop a staged parking improvement implementation plan. As ridership growth occurs, adequate capacity and efficient circulation for all modes used to access stations must be provided. Understanding future parking needs is also important as SFRTA seeks to negotiate future land use opportunities at some of its stations.

Field observations were conducted during July and August 2006 at the eighteen (18) Tri-Rail Stations in Palm Beach, Broward, and Miami-Dade Counties. Highest parking utilization, arrivals by mode throughout the peak period, and an inventory of the passenger amenities in each parking area were documented. Parking demand at each station extending to 2025 was estimated. Illustrative conceptual design improvements that address parking needs and deficiencies were developed. The final products of this effort are a list of system-wide recommendations and a staged improvement program detailing specific projects.

The primary priorities and recommendations of this report are:

- Increase parking capacity through additional surface and structured parking
- Reduce conflicts by separating circulation and providing dedicated space to all modes
- Improve station area wayfinding, amenities, and maintenance
- Enhance access to stations and connections to surrounding uses





Section 1: Observed Parking Utilization, Circulation and Amenities

Figure 1 below shows the percentage of parking spaces utilized at the end of the AM peak period. (The AM peak period was the most active timeframe observed.) The utilizations rates were calculated from the total number of marked parking spaces counted during the field observations and the observed parking usage.

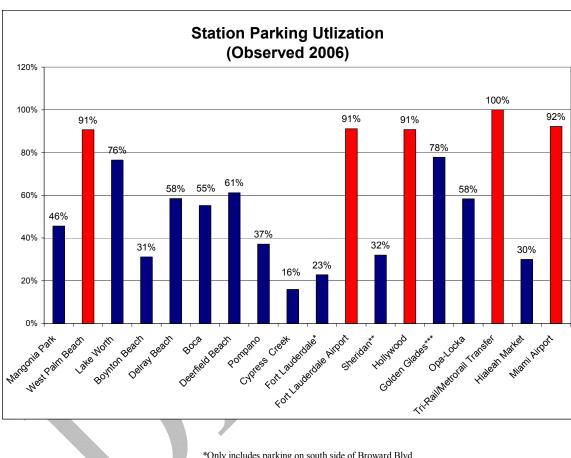


Figure 1: Station Parking Utilization Rates

*Only includes parking on south side of Broward Blvd.

^{**}Includes Primary, South, and East lots

^{***}Includes parking facility closest to station.



Station Arrivals

Figure 2 below shows the breakdown of the modes used by Tri-Rail customers when arriving at stations during the AM peak period. The largest percent of arrivals per mode identified was driving to the station, parking, and then boarding the train, shown as "Park and Ride."

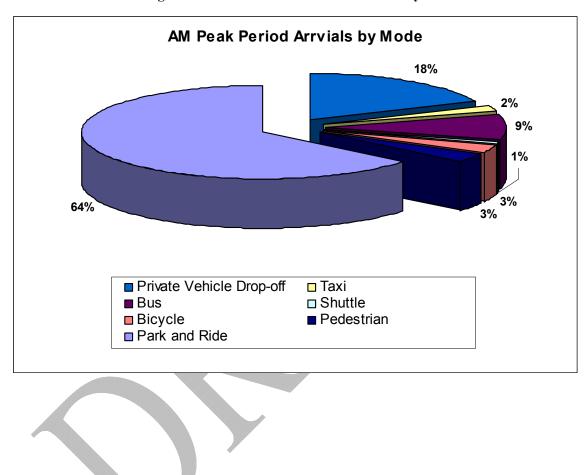


Figure 2: AM Peak Period Station Arrivals by Mode

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The percentage above do <u>not</u> include Cypress Creek, Tri-Rail/Metrorail Transfer, and Lake Worth where the location of the station platform in relation to the parking lot made it difficult to avoid duplication of counts between modes.



Inventories

The passenger amenities inventoried at each station include bicycle racks (40 system-wide), bus shelters (34 system-wide), ticket machines (45 system-wide), station crossing bridges, pedestrian signals, and passenger waiting areas. At many stations these are insufficient to meet current or anticipated demand. Accessibility to each station was also noted including the presence or absence of Tri-Rail Drop-off/Pick-up locations (sometimes referred to as "Kiss and Ride") and crosswalk, sidewalk, and pedestrian connections at each station. At certain locations signage is deficient or misleading, critical links in the pedestrian and bicycle network are missing and other improvements are needed. The minimum and maximum walking distances from particular parking areas to the station platforms are excessive and create a barrier to Tri-Rail customers. The deficiencies identified during the field observations are summarized in the categories listed below.

Primary Findings

- Park and Ride Lots: Some lots are currently experiencing park and ride demand at or approaching capacity. Immediate and near-term capacity needs exist due to recent and anticipated service increases.
- **Signage**: Although probably due in part to recent hurricanes, missing signage, including wayfinding signs, bus stop locations, and parking information, is common. There is also inconsistent use of signage designating spaces and circulation system-wide.
- Maintenance: The majority of parking lots have faded or poor striping, which can exacerbate conflicts between modes. Several stations also have overgrowth of grass, shrubs, etc., blocking pedestrian pathways. Potholes, possibly indicating poor drainage, can be found at many stations.
- Drop-off/pick-up areas: Buses, cars, and taxis often attempt to utilize the same spaces to drop-off/pick-up passengers. Others lack a designated location altogether. Kiss-and-Ride designated areas are used haphazardly, and are highly underutilized due to their inconvenient location or lack of signage.
- Multi-Modal Infrastructure: Connecting sidewalks from parking lots to the station with Americans with Disabilities Act (ADA) accessible ramps, more benches, and additional shelters with seating areas would improve the functionality of the stations. There are an inconsistent number/placement of racks and a lack of lockers except at the Boca Raton Station. Some sidewalk links are missing that could facilitate better access to the stations.
- Other Issues: Some lots may be used as free parking by people who do not take Tri-Rail trains. This behavior is suspected at Fort Lauderdale Airport, Miami Airport and Tri-Rail/Metrorail Transfer. Further investigation is necessary to determine the level of abuse. SFRTA operations staff also indicated some customers may be leaving vehicles or bicycles parked overnight at stations.

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Section 2: Parking Projections

The development of future parking demand projections was based on historical ridership, parking trends, and the regional planning model. The projections are reflective of future ridership, population, and economic growth forecasts in the three counties where Tri-Rail operates. Three different future growth scenarios were used to develop parking projections over four horizon years through 2025:

- Moderate: Slower residential growth, moderate gas prices, and no significant transit development
- Moderate-High: Some additional premium transit service supporting Tri-Rail
- High: Significant additional premium transit service supporting Tri-Rail, aggressive residential growth, and high gas prices

Summary of Future Parking Needs

SFRTA staff and the consultant agreed after examination of all scenarios, to use Moderate-High growth estimates to project future parking needs for the Tri-Rail system. This methodology represents a middle-of-the-road approach and is the basis for the resulting number of new parking spaces that should be provided at stations over the next 20 years to address the anticipated growth in demand. The intermediate estimates were felt to be most reflective of the likely population growth and transportation conditions in South Florida over the next ten to twenty years. **Figure 3** shows graphically the growth in system-wide parking demand into the future, compared with existing parking demand and current (2006) supply. Demand at each station is show in **Table 1**. Distance and differences among stations lead to a general inability to satisfy demand at one location with available spaces at another station.

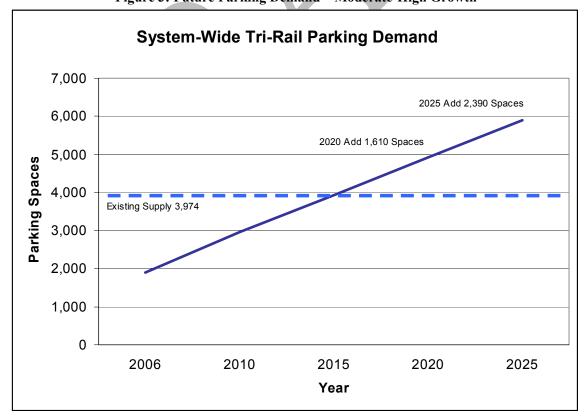


Figure 3: Future Parking Demand - Moderate-High Growth



Table 1: Future Tri-Rail Parking Demand

| Tri-Rail Future Parking Needs | | | | | | | | |
|-------------------------------|------|-------|----------|--------|------|--|--|--|
| 2025 Den | nand | minus | Existing | equals | Need | | | |
| Mangonia Park | 465 | - | 274 | = | 191 | | | |
| West Palm Beach | 380 | - | 139 | = | 241 | | | |
| Lake Worth | 175 | - | 85 | = | 90 | | | |
| Boynton Beach | 375 | - | 330 | = | 45 | | | |
| Delray Beach | 215 | - | 130 | = | 85 | | | |
| Boca Raton | 260 | ı | 163 | | 97 | | | |
| Deerfield Beach | 405 | - | 255 | = | 150 | | | |
| Pompano Beach | 295 | - | 272 | = | 23 | | | |
| Cypress Creek | 250 | - | 556 | = | 0* | | | |
| Fort Lauderdale | 265 | - | 394 | = | 0* | | | |
| Dania Beach (FLL airport) | 585 | | 180 | = | 405 | | | |
| Sheridan Street | 445 | - | 475 | = | 0* | | | |
| Hollywood Blvd. | 330 | - | 141 | = | 189 | | | |
| Golden Glades | 505 | - | 216 | = | 289 | | | |
| Opa-Locka | 155 | - | 72 | = | 83 | | | |
| MetroRail Transfer (79th St.) | 115 | 6 | 41 | = | 74 | | | |
| Hialeah Market | 80 | | 70 | = | 10 | | | |
| Miami Airport | 595 | - | 181 | = | 414 | | | |
| Total** | 5895 | | 3974 | | 2386 | | | |

^{*} Where current capacity exceeds 2025 demand, need is shown as 0
** Total is a sum of station needs, and does not assume parking needs can be met with excess capacity at other stations



Section 3: General Recommendations and Capital Improvements Program

The study recommendations are the result of a thorough review of professional and technical publications as well as numerous consultations between SFRTA staff, the consultant, FDOT, and other interested parties. The recommendations have been developed simultaneously with the SFRTA strategic planning process and an ongoing update of the agency's Transit Development Program. The program attempts to address issues identified in this study and to advance a rational approach to station area development. This program will provide for future intermodal access requirements in a way that matches and exceeds industry standards. Conceptual design options for each station were developed to illustrate the proposed course of action and are available in the main body of the study report. The following system-wide and station specific improvement recommendations represent distinct and innovative opportunities to improve the overall function of Tri-Rail stations. The following represent the final products of this study:

- System-wide policy and improvement recommendations
- Prioritized list of station improvements and associated costs (Table 2)²

System-Wide Policy and Improvement Recommendations

- 1. Secure SFRTA ownership or long-term use rights at all current Tri-Rail parking lots.
- 2. Secure agreements, obtain funding, and purchase additional properties needed for parking and circulation capacity expansion.
- 3. Correct identified circulation problems in accordance with the priority list. Separate traffic flows. Designate areas at each station for drop-off/pick-up and waiting.
- 4. Correct identified signage deficiencies. A comprehensive sign inventory is required to catalog the type and position of existing assets as well as needs for the future.
- 5. Address identified paint and striping needs. Use colored lanes and reflectors to identify separate traffic zones (bike, bus, drop-off, taxi, etc.).
- 6. Address identified pavement maintenance needs. Investigate the use of permeable pavers, especially in areas with drainage problems.
- 7. Correct identified lighting deficiencies. Use lighting that is pedestrian friendly and higherficiency, as well as conforming to dark sky guidelines where adjacent properties may be impacted by glare.
- 8. Coordinate with local jurisdictions and adjacent property owners to improve identified access deficiencies and pedestrian hazards.
- 9. Correct all identified ADA accessibility issues following the stricter of the Florida Building Code or the Americans with Disabilities Act.

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² Please note that these costs are provided as an estimate for planning purposes only and are based in year 2007 dollars. Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose, and professional opinions as to the probability and timeframe for approvals, are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon very limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.



- 10. Purchase and install new bicycle racks at identified locations. Assess demand and maintenance oversight issues for placement of bicycle lockers at additional stations.
- 11. Identify one staff person at SFRTA responsible for overseeing parking and circulation issues.
- 12. Where demand exceeds capacity and space is available, use temporary gravel lots until permanent parking can be constructed.
- 13. Incorporate minimum design standards and preference options for all parking and circulation components into SFRTA's station design guidelines.
- 14. Conduct nighttime counts and station surveys to observe and document overnight auto and bicycle parking activity. Develop a policy for overnight parking and security at Tri-Rail stations.
- 15. Designate and sign a minimum of two spaces at each station for staff and security agent use.
- 16. Secure long-term agreements with other entities that use station parking (Amtrak, Greyhound, FDOT, CSX, etc.).
- 17. Collect and review bi-annual FDOT counts of all station park and ride facilities. Recalculate parking demand projections at five-year intervals in advance of major TDP updates.
- 18. Ensure all joint development and TOD proposals include preservation of required parking capacity for Tri-Rail patrons, as well as efficient and safe circulation elements. Identify and pursue potential shared-use parking opportunities with off-peak uses in adjacent developments.
- 19. Examine potential methods to shift parking demand to alternate locations and modes.
- 20. Design and implement a trial program of permit-guaranteed parking or a payment system where parking is constrained or suspected of being abused.
- 21. Examine Intelligent Transportation Systems (ITS) applications and technology that might help customers identify available parking and reduce delays in station access. Coordinate efforts with FDOT, SFCS, and media outlets.
- 22. Examine the potential for installation of parking canopies on SFRTA lots that incorporate solar power equipment to provide shade while generating electricity and revenue.
- 23. Examine the potential for placement of short-term rental vehicles at Tri-Rail stations. Proven car-sharing and bicycle rental vendors should be invited to submit proposals.
- 24. Examine the potential usefulness and cost of rubber sidewalks at Tri-Rail stations.
- Work with local jurisdictions, FDOT, and the corresponding Metropolitan Planning Organizations (MPOs) to add designated bike lanes on roadways that approach Tri-Rail stations.
- 26. Work with partner agencies to obtain funding.

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Table 2: Tri-Rail Station Parking and Circulation Improvements Program

| < 2010 | | Table 2: Tri-Rail Station | n Parking | and (| Circulation Improvements Program I2015-2020 | | > 2020 | |
|--|---|---|--------------|--------------------|---|---|---|--|
| | T . | | | | | 1 . | | |
| project | cost | project | cost | | project | cost | project | cost |
| | | M | Iangonia Pa | rk (274 | Existing Spaces) | | | |
| Landscaping maintenance required | Part of existing station maintenance costs | Improve circulation elements as shown in conceptual plan, adding an additional 94 surface spaces for 368 total spaces. | \$ 1 | 1,337,925 | Drop-off/pick-up on NE side of SFRC | TBD (Note: Right-of-Way costs not included.) | Parking garage with at least 97 parking spaces, for 468 total spaces. | \$ 3,735,000 |
| Acquire property or long-term lease for existing station parking and circulation | TBD (Note: Right-of-Way costs not included.) | Add bicycle racks (4) and bicycle lockers (6) | \$ | 19,422 | | | | |
| | | Add benches (12) and shelters (10) | \$ | 454,425 | | | | |
| | | We | est Palm Bea | ach (139 | Existing Spaces) | | | |
| Provide 140 temporary parking spaces on gravel lot (future Palm Tran Bus Transfer Facility) adjacent to station for 279 total parking spaces. ¹ | \$ 98,849 | Improve circulation elements as shown in conceptual plan, including one-way movement pattern, resulting in loss of 51 parking spaces for 228 total parking spaces | \$ 1 | 1,862,344 | Add 291 parking spaces in garage on location of temporary gravel lot for a total of 380 total spaces. | \$5,453,100 | Work with city/county to provide bus transfer facility to west of station | NA |
| Shift unutilized spaces from signed employee parking to signed Tri-Rail parking (Signage) | \$ 1,000 | Add bicycle improvements including additional racks (4) and bicycle lockers (6), and restriping for bike lanes on Tamarind | s | 134,400 | Provide traffic signal at Datura St. and Tamarind | \$373,500 | Pedestrian/Cyclist overpass connection to crossing bridge from garage | \$ 771,900 |
| Monitor "no parking" areas more frequently, discourage taxi cabs blocking drop-off and bus bays | Part of existing station maintenance costs | Pedestrian improvements including crosswalks on Tamarind, possible pedestrian countdown signal, and sidewalks improvements (including to Banyan St.) Add shelters (13) and benches (13) | \$ | 312,290 586,706 | | | | |
| | | | Lake Wortl | h (85 Ex | isting Spaces) | | | |
| Secure long-term agreement to continue use of temporary parking lot west of station | TBD | Create bus pull-off and passenger drop-off locations on Lake Worth Rd. | \$ 1 | 1,095,175 | Add crosswalks and pedestrian countdown signals on Lake Worth Rd. | \$67,853 | Examine options for additional parking spaces on parcel situated between station and temporary lot | TBD (Note: Right-of-Way costs not included.) |
| Recover approximately 280 surface parking spaces under I-95 per FDOT plans for a total of 365 spaces. (Adjacent parking shared with Lake Worth High School) | Coordinate with FDOT plans | Improve circulation elements as shown in conceptual plan to maintain minimum of 144 parking spaces for a total of 229 spaces. | | 578,930 | | | | |
| , | | Add shelters (4) and benches (2) | \$ | 177,413 | | | | |
| | | Add bicycle racks (4) and bicycle lockers (6) | \$ | 19,422 | | | | |
| | | В | Boynton Beac | ch (330 l | Existing Spaces) | | | |
| Improve Kiss-and-Ride signage | \$ 5,000 | Improve circulation elements as shown in conceptual plan, resulting in a loss of 44 parking spaces for 286 total parking spaces. | \$ 2 | 2,332,374 | Additional minimum of 89 spaces in surface lot expansion for a total of at least 375 total spaces. (Additional spaces can be added by extending surface parking on SFRTA owned property.) | \$275,322 | 2 | |
| | | Add shelters (11) and benches (6) | s | 488,683 | | | | |
| | | Add bicycle racks (4) and bicycle lockers (6) | \$ | 19,422 | | | | |
| | ı | I | Delray Beacl | h (130 E | existing Spaces) | 1 | | |
| Relocate formerly used bus shelter and add benches (7) | \$ 25,894 | Improve circulation elements as shown in conceptual plan, including shelters (5), which will result in loss of 18 parking spaces for a total of 112 spaces. | \$ | 990,374 | Add sidewalk from station to Congress Ave. | \$122,632 | Work with city, county and FDOT to provide pedestrian access from east side of I-95 | TBD |
| Improve signage to station | \$ 5,000 | Add 197 spaces needed in garage over existing lot, with 18 remaining surface spaces, for 215 total spaces. | \$ 4 | 4,103,058 | | | | |
| Identify location for temporary parking while parking garage constructed | TBD | Bicycle racks (3) and bicycle lockers (6) | \$ | 17,368 | | | | |
| | | | Boca Raton | (163 Ex | xisting Spaces) | | | |
| Designate locations for drop-offs/pick-ups by restriping/extending fire lane | \$ 12,450 | Improve circulation elements as shown in short-term conceptual plan including 24 additional surface spaces for 187 total spaces | \$ 2 | 2,571,577 | Add 236 spaces in parking garage, with 24 remaining surface spaces, for a total of 260 parking spaces (with no remaining temporary spaces) | \$5,025,975 | Monitor FDOT construction program to ensure access of bike/pedestrian and shuttles, especially from FAU (east side of station). | NA |
| Correct signage for entering/exiting motorists from Congress and Yamato | \$ 2,500 | Provide 50 temporary parking spaces in gravel lot for a total of 237 spaces. ¹ | \$ | 46,928 | | | | |
| | | Add benches to existing shelters (8) and additional shelters in waiting areas (6) | \$ | 273,900 | | | | |
| | | Add bicycle racks (4) and bicycle lockers (6) | \$ | 19,422 | | | | |



| Personal proper is more in the proper in the proper is a proper in the property in the prope | | | > 2020 | | 2015-2020 | | 2010-2015 | | < 2010 |
|---|-----------|------|--|--------------|--|---------------------|---|--------------------------|---|
| Interviewing the Millshows Block S | | cost | project | cost | project | cost | project | cost | project |
| Solition in space and coordinate access improvements NA Add 1959 parting spaces for a total of 405 \$ 3,050,050 \$ 1 | | | | | Existing Spaces) | erfield Beach (255 | D | | |
| Modern audientance acrebs in generations NA 44186 printing spaces in parking gauge for a rotal of 495 s 3,600,300 c 10 c | 2,000,000 | \$ | | Right-of-Way | courthouse lot | \$ 3,170,693 | resulting in loss of 46 existing spaces for a total of 209 total | \$ 2,500 | Improve signage from Hillsboro Blvd. |
| Add shelters (20) and beaches (16) S 1,070,700 Create side-roll, improvements Frompano Beach (27) Existing Spaces) Complete SEPTA planned access and quelting tupor-creation addings 10 additional printing spaces for 315 total spaces Frompano Beach (27) Existing Spaces) Complete SEPTA planned access and quelting tupor-creation addings 10 additional printing spaces for 315 total spaces Frompano Beach (27) Existing Spaces) Complete size of the state of | | | | | | \$ 3,660,300 | Add 196 parking spaces in parking garage for a total of 405 | NA | |
| Create sidentils improvements \$ 175,370 Frompane Brach (272 Existing Spaces) Frompane Brach (272 Existing Spaces) Frompane Brach (272 Existing Spaces) See existing SPETA Plano Complete SPETA planoto does not publicate spaces, for a total of space space of the s | | | | | • | \$ 28,134 | Add bicycle racks (8) and bicycle lockers (6) | | |
| Pompano Beach (272 Existing Spaces) Complete SPELA planned seven and peaking appeared to week platform adding 45 additional parking spaces for \$15 total spaces Complete SPELA planned seven and peaking appeared to week platform adding 45 additional parking spaces for \$15 total spaces Complete SPELA planned seven and peaking appeared to week platform adding 45 additional parking spaces for \$15 total spaces Complete SPELA planned seven and peaking appeared to week platform addition of twelve (12) parking spaces for a total of \$13 parking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces for a 15 total space and the peaking spaces and the peaking spa | | | | | | \$ 1,070,700 | Add shelters (24) and benches (16) | | |
| Complete SPRTA planued access and parking improvements and parking approach to week platform, adming 45 and foliating administ on dweeks (12) parking spaces. For a total of all parking platforms adming 45 and foliating administ on dweeks (12) parking spaces. For a total of all parking spaces and circulation, determined and to the set of the station with access to proved spating spaces. For a total of all parking spaces. For a total | | | | | | \$ 175,370 | Create sidewalk improvements | | |
| inapposements adjacent to weep flatform, adding 43 additional parking spaces for 315 total spaces Add bicycle racks: (4) and bicycle lockers (6) 519,422 Add becakes (6) and shelvers (8) in waiting spaces (7) and bicycle lockers (6) 519,422 Add becakes (6) and shelvers (8) in waiting spaces (7) and bicycle lockers (6) 519,422 Add becakes (6) and shelvers (8) in waiting spaces (7) and bicycle lockers (6) 519,422 Add becakes (6) and shelvers (8) in waiting spaces (7) and bicycle lockers (8) in waiting spaces (7) and bicycle lockers (8) in waiting spaces (8) and bicycle lockers (8) and bicycle lock | | | | | 2 Existing Spaces) | mpano Beach (272 | Pe | | |
| Add benches (6) and sheliers (8) in wairing areas S557,938 Cypress Creek (556 Existing Spaces) Coordinate with FDOT Coordinate with FDOT Closes to include curb/gatter) Coordinate with FDOT Coordinate with FDOT Closes to include curb/gatter) Coordinate with FDOT Coordinate with FDOT Closes to include curb/gatter) Coordinate with FDOT Closes to coordinate with FDOT Closes to include curb/gatter) Coordinate with FDOT Closes to coordinate with FDOT Cl | | | | \$1,188,934 | including addition of twelve (12) parking spaces, for a total of | \$ 139,425 | Complete identified sidewalk improvements around station | See existing SFRTA Plans | improvements adjacent to west platform, adding 43 |
| Cypress Creek (556 Existing Spaces) Address maintenance needs in patic-und-ride lot (oces not include curb gatter) Coordinate with FDOT (does not include curb gatter) Construct sidewalk to Cypress Creek Rd. on west side of SFRC (does not such and curb gatter) Construct sidewalk to Cypress Creek Rd. on west side of SFRC (does not include curb gatter) NA (does not include curb gatter) Maintain parking east of the station NA (sintain parking spaces and circulation elements on SFRTA owned land to the west of the station with access to Proverline Rd. for a total of 672 parking spaces so Proverline Rd. for a total of 672 parking spaces to Rd. and bicycle lockers (6) \$19,422 \$ Fort Lauderdale (394 Exiting Spaces) Silf Antrod. spaces to remote lot (signage), assigning all 394 spaces in lot to Tis-Rail S 1,855,861 Maintain parking spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Improve signage directing traffic mov | | | | \$19,422 | Add bicycle racks (4) and bicycle lockers (6) | | | | |
| Address maintenance needs in park-and-ride lot Coordinate with FDOT Construct sidewalk to Cypress Creek Rd. on west side of SFRC S Andrews Ave. (shown as Options 1 and 2 on Conceptual Drawings) Inprove pedestrian crossing of Andrews Ave. with striping, signange, pedestrian countdown signal and refuge island Create 116 additional surface parking spaces and circulation elements on SFRTA owned land to the west of the station with access to Powerline Rd., for a total of 672 parking spaces and circulation elements on SFRTA owned land to the west of the station with access to Powerline Rd., for a total of 672 parking spaces and circulation elements on SFRTA owned land to the west of the station with access to Powerline Rd., for a total of 672 parking spaces on development plans and disabled parking Fort Lauderdale (394 Existing Spaces) Fort Lauderdale (394 Existing Spaces) Shiff Antrack spaces to remote lot (signage), assigning all 394 spaces in lot to Tii-Rail S 5,000 Improve circulation elements as shown in conceptual plan, including shelters (9), resulting in loss of 20 spaces for a total of 374 spaces. Fort Lauderdale (394 Existing Spaces) Shiff Antrack spaces to remote lot (signage), assigning all 394 spaces in lot to Tii-Rail S 5,000 Add bicycle racks (4) and bicycle lockers (6) S 1,550 Add bicycle racks (4) and bicycle lockers (6) S 1,550 Add bicycle racks (4) and bicycle racks (4) and bicycle lockers (6) S 1,550 Add bicycle racks (4) and bicycle lockers (6) S 19,422 Improve ejectatrian crosswalk to remote lot Improve signage directing traffic movements S 5,000 Add bicycle racks (4) and bicycle lockers (6) S 19,422 | | | | \$357,938 | Add benches (6) and shelters (8) in waiting areas | | | | |
| Improve pedestrian crossing of Andrews Ave. with striping, signage, pedestrian countdown signal and retrige island To signage to better identify existing drop-off-pick-up men and disabled parking To signage to better identify existing drop-off-pick-up men and disabled parking To signage, assignage to letter identify existing spaces in lot to Tri-Rail To signage, assignage and selection (signage), assignage in lots of Tri-Rail To signage, assignage and selection (signage), assignage in lots of Tri-Rail To signage, assignage and countdown signal and retrige signage to better identify existing spaces to remote lot (signage), assignage and circulation elements as shown in conceptual plan, including shelters (9), resulting in loss of 20 spaces for a total of 5 signage, and signage and circulation elements as shown in conceptual plan, including shelters (9), resulting in loss of 20 spaces for a total of 5 signage, and signage and circulation elements as shown in conceptual plan, including shelters (9), resulting in loss of 20 spaces for a total of 6 proof proper signage and circulation with access to pendent plans and Central Broward E-W premium transit project. To signage and circulation with access to pendent plan and central Broward E-W premium transit project. To signage and circulation with access to pendent plan and central Broward E-W premium transit project. Improve signage directing traffic movements Source and the station with access to the station with access to the station with access to pendent plan and central Broward E-W premium transit project. In prove signage directing traffic | | | | | Existing Spaces) | ypress Creek (556 l | | | |
| striping, signage, pedestrian countdown signal and refuge island Create 116 additional surface parking spaces and circulation elements on SFRTA owned fand to the west of the station with access to Powerline Rd. for a total of 672 parking spaces Add shelters (11) and benches (4) \$485,550 Improve signage to better identify existing drop-offpick-up area and disabled parking Fort Lauderdale (394 Existing Spaces) Fort Lauderdale (394 Existing Spaces) Shiff Antirak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail S 5,000 Improve eigenstrian crosswalk to remote lot S 1,500 Add bicycle racks (4) and bicycle lockers (6) S 19,422 Improve pedestrian crosswalk to remote lot S 1,500 Add bicycle racks (4) and bicycle lockers (6) S 19,422 Improve pedestrian crosswalk to remote lot S 5,000 The prove pedestrian crosswalk to remote lot S 1,500 Add bicycle racks (4) and bicycle lockers (6) S 19,422 Improve signage directing traffic movements S 5,000 S 1,500 Add bicycle racks (4) and bicycle lockers (6) S 19,422 | | | | \$6,972,000 | Andrews Ave. (shown as Options 1 and 2 on Conceptual | \$ 45,464 | | Coordinate with FDOT | Address maintenance needs in park-and-ride lot |
| elements on SFRTA owned land to the west of the station with access to Powerline Rd., for a total of 672 parking spaces Add shelters (11) and benches (4) \$485,550 Improve signage to better identify existing drop- off pick-up area and disabled parking Shift Antrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Improve pedestrian crosswalk to remote lot \$ 1,500 Add bicycle racks (4) and bicycle lockers (6) \$ 19,422 Improve signage directing traffic movements \$ 5,000 The prove circulation elements as shown in conceptual plan, and of FDOT joint development plans and Central Broward E-W premium transit project. Improve signage directing traffic movements \$ 5,000 The prove circulation elements as shown in conceptual plan, and of FDOT joint development plans and Central Broward E-W premium transit project. | | | | NA | Maintain parking east of the station | | | \$ 75,323 | striping, signage, pedestrian countdown signal and |
| Improve signage to better identify existing drop- off/pick-up area and disabled parking Fort Lauderdale (394 Existing Spaces) Fort Lauderdale (394 Existing Spaces) Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Improve pedestrian crosswalk to remote lot \$ 1,500 Add bicycle racks (4) and bicycle lockers (6) \$ 19,422 Add bicycle racks (4) and bicycle lockers (6) \$ 1,858,564 Maintain parking spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Improve signage directing traffic movements \$ 5,000 | | | | | elements on SFRTA owned land to the west of the station with | | | | |
| Fort Lauderdale (394 Existing Spaces) Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces in lot to Tri-Rail Shift Amtrak spaces for a total of 374 spaces. Shift Amtrak spaces in lot to Tri-Rail Shift Amtrak spaces for a total of 374 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Improve pedestrian crosswalk to remote lot Show Add bicycle racks (4) and bicycle lockers (6) Show Show Show Show Show Show Show Show | | | | \$485,550 | Add shelters (11) and benches (4) | | | | |
| Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces in lot to Tri-Rail Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to meet demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to remote demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), assigning all 394 spaces to remote demand and monitor progress of FDOT joint development plans and Central Broward E-W premium transit project. Shift Amtrak spaces to remote lot (signage), as in the space of the | | | | \$19,422 | Add bicycle racks (4) and bicycle lockers (6) | | | \$ 5,000 | |
| assigning all 394 spaces in lot to Tri-Rail including shelters (9), resulting in loss of 20 spaces for a total of 374 spaces. Improve pedestrian crosswalk to remote lot \$ 1,500 Add bicycle racks (4) and bicycle lockers (6) \$ 19,422 Improve signage directing traffic movements \$ 5,000 | | | | | 4 Existing Spaces) | rt Lauderdale (394 | Fo | | |
| Improve signage directing traffic movements \$ 5,000 | | NA | monitor progress of FDOT joint development plans and | | of FDOT joint development plans and Central Broward E-W | | including shelters (9), resulting in loss of 20 spaces for a total of | \$ 5,000 | |
| | | | | | | \$ 19,422 | Add bicycle racks (4) and bicycle lockers (6) | \$ 1,500 | Improve pedestrian crosswalk to remote lot |
| Add stop sign at station entrance at south end of lot \$ 1,000 | | | | | | | | \$ 5,000 | Improve signage directing traffic movements |
| | | | | | | | | \$ 1,000 | Add stop sign at station entrance at south end of lot |
| Fort Lauderdale Airport at Dania Beach (180 Existing Spaces) | | | | | a Beach (180 Existing Spaces) | le Airport at Dania | Fort Lauderd | | |
| Improve circulation elements as shown in conceptual plan, resulting in loss of 31 parking spaces, for 149 total spaces. (NOTE: Right-of-Way costs not included.) Provide benches (4) and shelters (8) in waiting areas \$ 354,825 Parking garage with 531 parking spaces built over existing surfacing parking and maintaining circulation area on west side of SFRC. Resulting parking spaces included.) \$ 929,008 Provide benches (4) and shelters (8) in waiting areas \$ 354,825 Parking garage with 531 parking spaces built over existing surfacing parking and maintaining circulation area on west side of SFRC. Resulting parking spaces on east side of SFRC, surface spaces and 531 parking garage spaces for 585 total spaces (with removal of temporary gravel lot). | 2,660,000 | \$ | Crossing bridge from parking garage to east platform | \$9,951,425 | surfacing parking and maintaining circulation area on west side of SFRC. Resulting parking: 54 surface parking spaces on east side of SFRC, surface spaces and 531 parking garage spaces for 585 total spaces (with removal of temporary gravel | | Provide benches (4) and shelters (8) in waiting areas | \$ 929,008 | plan, resulting in loss of 31 parking spaces, for 149 total spaces. (NOTE: Right-of-Way costs not |
| Provide 115 temporary overflow parking spaces in gravel lot east of station for 264 total parking spaces \$ 86,351 Add bicycle racks (4) and bicycle lockers (6) \$ 19,422 Potential for pay or permit parking for Tri-Rail customers NA | | | | NA | Potential for pay or permit parking for Tri-Rail customers | \$ 19,422 | Add bicycle racks (4) and bicycle lockers (6) | \$ 86,351 | |
| Improve signage directing people to station and east parking lot 5,000 Create pedestrian crosswalks on Gulfstream Way 10,000 | | | | | | \$ 10,000 | Create pedestrian crosswalks on Gulfstream Way | | parking lot |
| Improve pedestrian crossing at Griffin Rd. and I-95 \$ 3,000 | | | | | | | | \$ 3,000 | Improve pedestrian crossing at Griffin Rd. and I-95 |



| < 2010 2010-2015 2015-2020 > 2020 | | | | | | | |
|---|----------------------|---|---|---|-------------|--|--|
| project | cost | project | cost | project | cost | project | cost |
| | | S | heridan Street (475 | Existing Spaces) | I | | |
| Address maintenance issues identified | Coordinate with FDOT | Maintain parking to meet projected demand and coordinate circulation improvements with FDOT and developer of adjacent park and ride lot | NA | Monitor situation for an opportunity to provide access on west side of SFRC | NA | Continue monitoring situation for an opportunity to provide access on west side of SFRC | NA |
| Improve signage | \$ 5,000 | Pedestrian connection from Ty Park to west platform | \$ 36,790 | | | | |
| | | | Hollywood (141 Ex | xisting Spaces) | | | |
| Explore options for use of some Amtrak designated spaces as Tri-Rail spaces | NA | Improve circulation elements as shown in conceptual plan, resulting in loss of 67 spaces, for a resulting total of 74 spaces. | \$ 1,838,721 | Work with city, county and FDOT to create an intermodal center with parking garage containing 256 spaces, east of I-95 and a possible pedestrian crossing bridge to connect with Tri-Rail station. (Cost does not include property acquisition or lot clearance.) Results in 330 total spaces (not including any shared spaces at planned Railroad Museum.) | \$9,511,800 | Potential for pay or permit parking for Tri-Rail customers | TBD |
| Improve signage directing people to station | \$ 5,000 | Work with city and county regarding possibility of shared parking with planned Railroad Museum north of station. Need to accommodate up to 67 spaces from potential circulation improvements and 50 additional spaces for parking demand, resulting in a 191 total parking spaces | TBD | | | | |
| Provide pedestrian crosswalk and pedestrian countdown signals at Hollywood Blvd. and I-95 | \$ 75,223 | Provide benches (4) and shelters (8) in waiting areas | \$ 354,825 | | | | |
| ramps | | Add bicycle racks (4) and bicycle lockers (6) | \$ 19,422 | | | | |
| | | | Golden Glades (216 | Existing Spaces) | | | |
| Address identified maintenance needs | Coordinate with FDOT | Improve circulation elements as shown in conceptual plan, resulting in loss of 25 parking spaces, for a total of 191 spaces | \$ 1,231,041 | Monitor FDOT joint development progress and maintain space for projected parking levels, including possible garage with 314 parking spaces, for a total of 505 spaces | \$9,430,875 | Acquire property to provide access on west side of SFRC and potential parking facilities | TBD (Note: Right-of-Way costs not included.) |
| Improve signage | \$ 5,000 | Add bicycle racks (4) and bicycle lockers (6) | \$ 19,422 | | | Add pedestrian/cyclists crossing bridge to gain access on west side of SFRC | \$ 2,000,000 |
| | | Add shelters with seating (11) | \$ 546,700 | | | Add sidewalk connections to provide access on west side of SFRC | \$ 35,000 |
| | | | Opa-Locka (72 Ex | sisting Spaces) | | | |
| Improve signage and directions on website | \$ 5,000 | Improve circulation elements as shown in conceptual plan, resulting in loss of 4 parking spaces, for a total of 68 parking spaces | \$ 1,403,520 | Acquire property to NE for additional 87 spaces of surface parking, resulting in a total of 180 parking spaces. (NOTE: Cost does not include lot clearance or Right-of-Way) | \$311,628 | Work with city to create bike/pedestrian path on SE side of SFRC | NA |
| | | Secure shared parking agreement with museum, for a minimum of 25 spaces, resulting in a total of 93 parking spaces | TBD | | | | |
| | | Add bicycle racks (4) and bicycle lockers (6) | \$ 19,422 | | | | |
| | | Provide benches (4) and shelters (9) in waiting areas | \$ 398,400 | | | | |
| | 1 | Tri-Rail | / MetroRail Trans | fer (41 Existing Spaces) | | 1 | |
| Add 40 parking spaces on SW lot owned by SFRTA for 81 total spaces. Implement gated access for Tri- Rail passengers only. | \$ 190,744 | Coordinate with Miami-Dade Transit and FDOT on potential bus transfer facility adjacent to station | NA | Improve circulation elements as shown in conceptual plan including east side access, drop-off/pick-up area, and 37 additional surface parking spaces on land owned by SFRTA on east side of station for a total of 118 spaces | \$1,689,528 | Coordinate with Miami-Dade Transit regarding potential parking garage | NA |
| Encourage city to construct sidewalks between station and nearby residential areas | NA | Acquire property for construction of parking garage and circulation improvements | TBD (Note: Right-of- Way costs not included.) | Provide benches (4) and shelters (9) in waiting areas | \$398,400 | | |
| Improve nearby crosswalks and transfer connectivity of stations | \$ 2,000 | | ĺ | Add bicycle racks (6) and bicycle lockers (6) | \$23,531 | | |



| < 2010 | | 2010-2015 | | 2015-2020 | | > 2020 | |
|--|---|---|--------------------|---|--------------|--|---------------|
| project | cost | project | cost | project | cost | project | cost |
| | | I | 0 Existing Spaces) | | | | |
| Improve signage | | Improve circulation elements as shown in conceptual plan, for a loss of 32 spaces, with a resulting total of 38 spaces. | \$ 1,152,3 | 56 Provide pedestrian access and station crossing bridge from the east side of SFRC. | \$2,040,000 | | |
| Improve pavement striping and address other identified maintenance needs | _ | Negotiate short term lease to accommodate shift of demand during MIC construction | TBD | | | | |
| Provide more frequent monitoring by security personnel | NA | Add 122 spaces in short term lease described above (cost of gravel lot)*, for a total of 160 parking spaces | \$ 82,9 | 33 | | | |
| | Provide benches (4) and shelters (9) in waiting areas | 00 | | 160 | 0 | | |
| | | Add bicycle racks (6) and bicycle lockers (6) | \$ 23,5 | 31 | | | |
| | ' | N | Miami Airport (18 | 1 Existing Spaces) | | | ' |
| Restripe disabled spaces | \$ 6,500 | Pedestrian crosswalk | \$ 5,0 | Monitor progress of MIC and preserve parking spaces | NA | Potential for pay or permit parking for Tri-Rail customers | NA |
| Install fencing to prohibit pedestrian crossing of SFRC | \$ 25,000 | | | | | | |
| | | | Total | Costs | | | |
| | \$ 1,593,842 | | \$ 35,524,3 | 50 | \$55,984,695 | 5 | \$ 11,201,900 |

¹Includes cost of gravel only and does not include lot clearance or any required drainage costs.

NA= Not Applicable

TBD=To be determined

Notes and Assumptions

1. Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose, and professional opinions as to the probability and timeframe for approvals, are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting

- 2. No code research has been done to determine the cost, feasibility and constructability of the project.
- 3. Parking space dimensions are assumed to be 9 1/2' x 20'.
- 4. Assumes that no materials will be reused.



Tri-Rail Parking and Circulation Study

SFRTA Property Committee – May 11, 2007

















Kimley-Horn and Associates, Inc.





Agenda

Project Overview:

- Task 1: Field observations
- Task 2: Future parking demand
- Task 3: Conceptual station improvements

Draft Recommendations

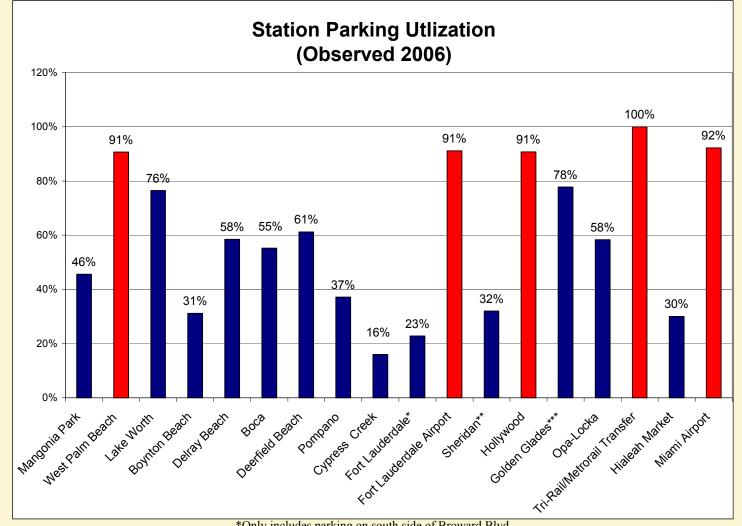
- Prioritized work program
- System-wide policy recommendations

What's Next

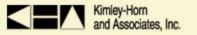




Task 1: Observations



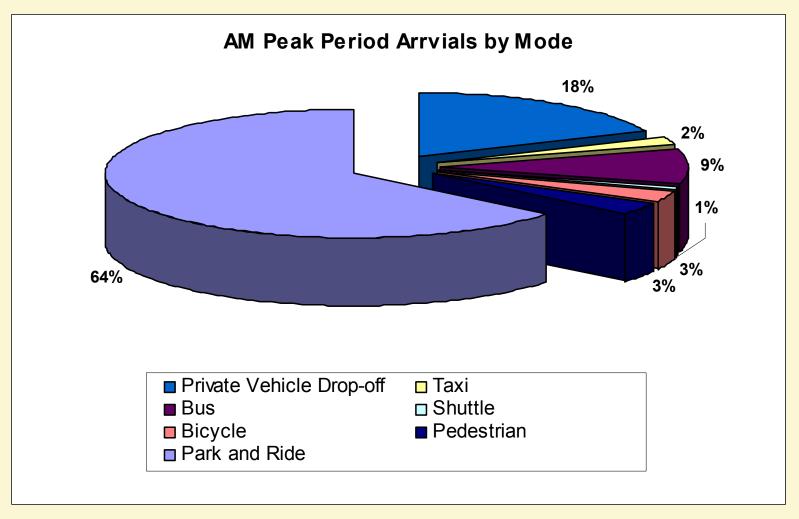
^{*}Only includes parking on south side of Broward Blvd.



^{**}Includes Primary, South, and East lots

^{***}Includes parking facility closest to station.





NOTE: The percentage above do <u>not</u> include Cypress Creek, Tri-Rail/Metrorail Transfer, and Lake Worth where the location of the station platform in relation to the parking lot made it difficult to avoid duplication of counts between modes.





Task 1: Primary Findings

Park and Ride Lots:

Some stations at or approaching capacity

• Signage:

Missing signs for wayfinding, bus stop locations, and parking information

Maintenance:

- Faded or poor striping
- Overgrowth blocking pedestrian pathways
- Potholes and drainage issues

Drop-off/pick-up areas:

Some stations have bus/car/taxi conflicts





Task 1: Primary Findings (con't)

Multi-Modal Infrastructure

- Missing sidewalks and crosswalks
- Americans with Disabilities Act (ADA) access issues
- Benches and shelters in passenger waiting areas
- Inconsistent number/placement of bike racks, lack of lockers

Other issues

- Tri-Rail parking lots may be used by non-passengers
- Some vehicles left overnight



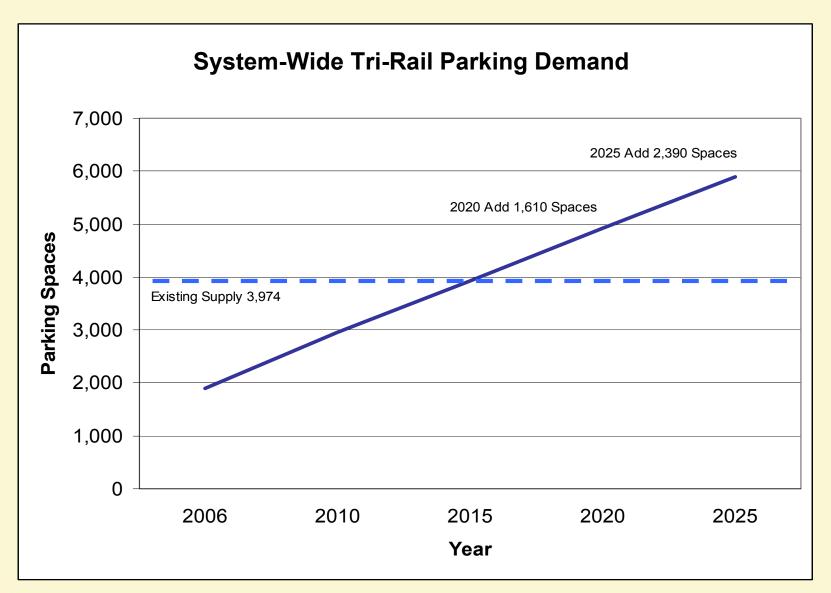


Task 2: Parking Demand Projections

- Current, historic parking utilization and regional planning model used to project future demand
- Three parking forecast scenarios examined:
 - Moderate, Moderate-High, High
- Moderate-High forecast chosen
 - Most likely, "middle of the road" estimate
- Capacity buffer of 10-20% included
 - Reflects FDOT policy guidance and national transit comparables











| Tri-Rail Future Parking Needs | | | | | | | | |
|--|------|---|------|---|------|--|--|--|
| 2025 Demand minus Existing equals Need | | | | | | | | |
| Mangonia Park | 465 | - | 274 | = | 191 | | | |
| West Palm Beach | 380 | - | 139 | = | 241 | | | |
| Lake Worth | 175 | - | 85 | = | 90 | | | |
| Boynton Beach | 375 | - | 330 | = | 45 | | | |
| Delray Beach | 215 | - | 130 | = | 85 | | | |
| Boca Raton | 260 | - | 163 | = | 97 | | | |
| Deerfield Beach | 405 | - | 255 | = | 150 | | | |
| Pompano Beach | 295 | - | 272 | = | 23 | | | |
| Cypress Creek | 250 | - | 556 | = | 0* | | | |
| Fort Lauderdale | 265 | - | 394 | = | 0* | | | |
| Dania Beach (FLL airport) | 585 | - | 180 | = | 405 | | | |
| Sheridan Street | 445 | - | 475 | = | 0* | | | |
| Hollywood Blvd. | 330 | - | 141 | = | 189 | | | |
| Golden Glades | 505 | - | 216 | = | 289 | | | |
| Opa-Locka | 155 | - | 72 | = | 83 | | | |
| MetroRail Transfer (79th St.) | 115 | - | 41 | = | 74 | | | |
| Hialeah Market | 80 | - | 70 | = | 10 | | | |
| Miami Airport | 595 | - | 181 | = | 414 | | | |
| Total** | 5895 | | 3974 | | 2386 | | | |

^{*} Where current capacity exceeds 2025 demand, need is shown as 0

^{**} Total is a sum of station needs, and does not assume parking needs can be met with excess capacity at other stations





Task 3: Improvement Concepts

- Increase parking capacity through additional surface and structured parking.
- Reduce conflicts by separating circulation and providing dedicated space to all modes.
- Improve station area wayfinding, amenities, and maintenance.
- Enhance access to stations and connections to surrounding uses.





Draft Recommendations

- Priority list of identified improvements for stations
- Grouped in four phases with a total cost of \$104m
 - Before 2010: Immediate, low-cost improvements
 and critical parking additions (\$1.6m)
 - 2010-2015: Improve station circulation and surface parking expansion (\$35.5m)
 - 2015-2020: Emphasis on providing additional parking in structures (\$55.9m)
 - After 2020: Address remaining needs (\$11.2m)





Draft Recommendations

Policy and Implementation (abbreviated)

- Strengthen SFRTA control of station parking areas
- Address identified capacity, maintenance and circulation deficiencies in accordance with the priority list
- Acquire expansion properties, temporarily use gravel lots
- Improve pedestrian, bicycle and transit infrastructure
- Examine issues such as non-passenger use, overnight parking, other station users (Amtrak, Greyhound, CSXT)
- Explore potential innovations through ITS, shared vehicles, solar canopies
- Work with partners to obtain funding





Conclusion

Summary

- Parking capacity needs are immediate and growing
- Circulation and multimodal amenities also need improvement
- Prioritized work program recommends \$104m in improvements over 20 years

History

- Informational presentations
 - Property Committee Sep 22, 2006
 - PTAC Aug 16 and Sep 20, 2006, April 18, 2007

Next step

 Take the study to SFRTA Board in May with Property Committee recommendation



Tri-Rail Parking and Circulation Study

Property Committee - May 11, 2007















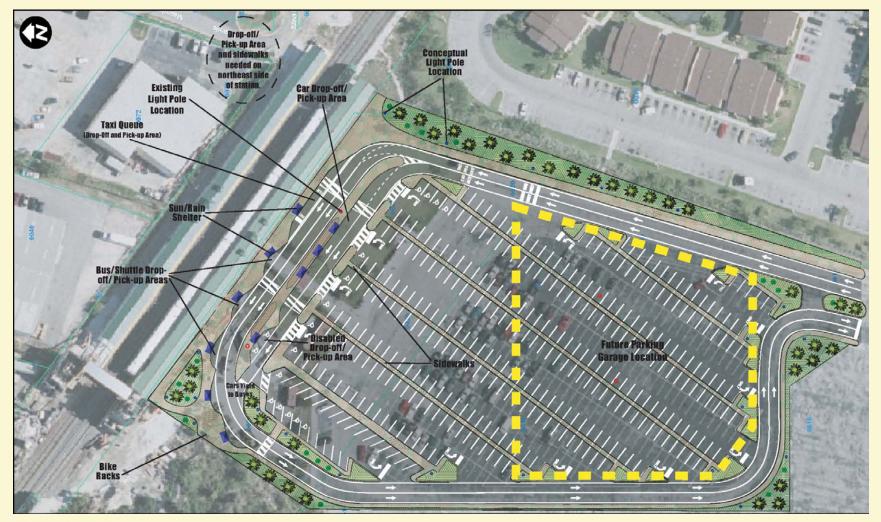


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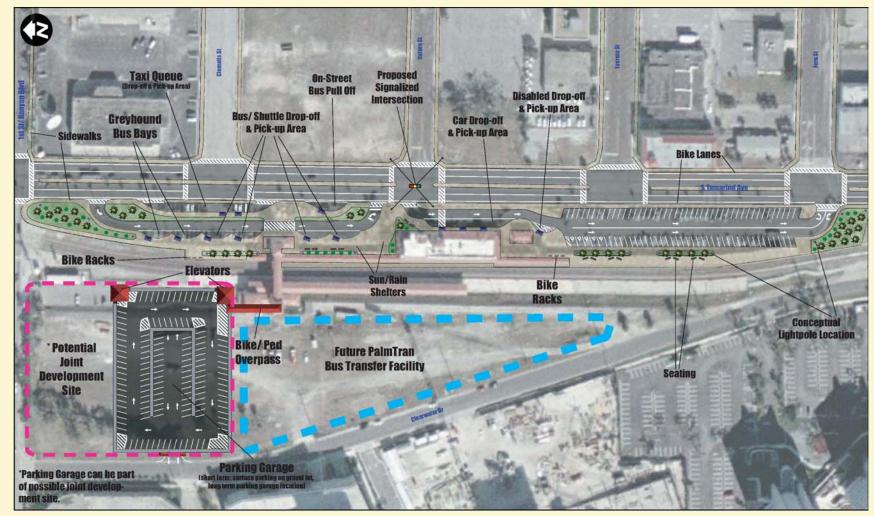


Mangonia Park





West Palm Beach





Lake Worth



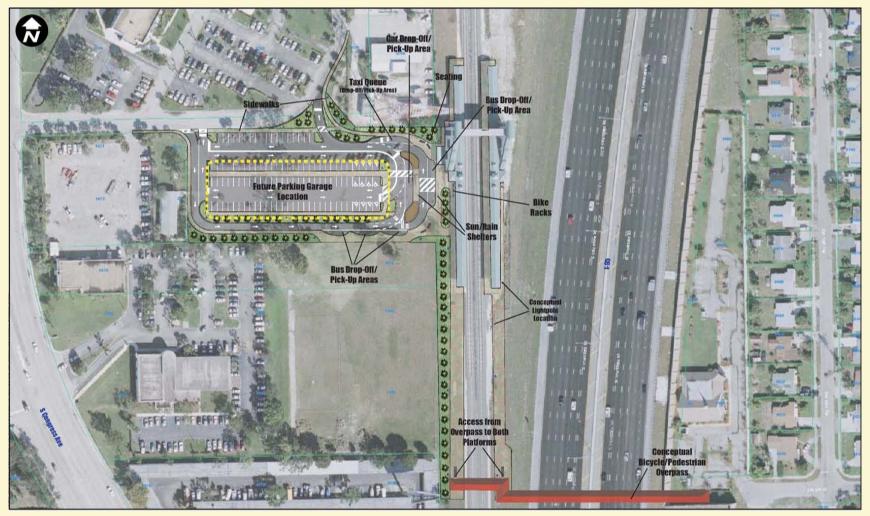


Boynton Beach



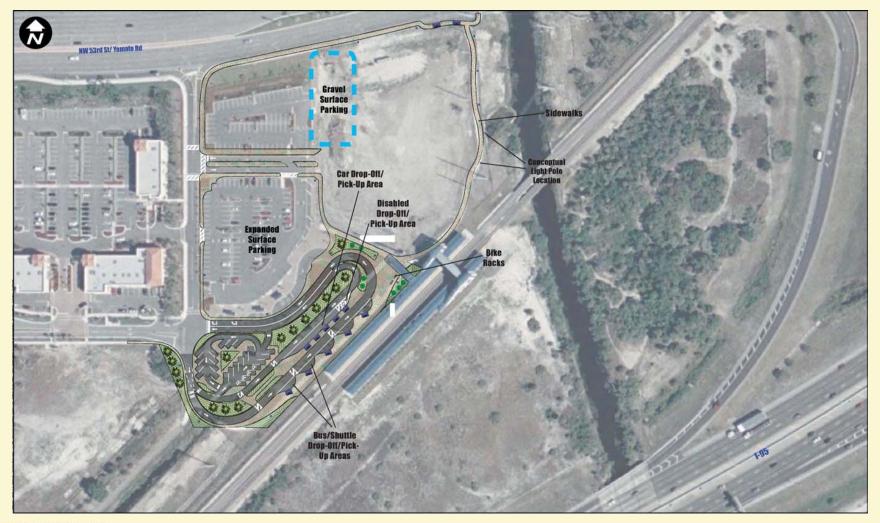


Delray Beach





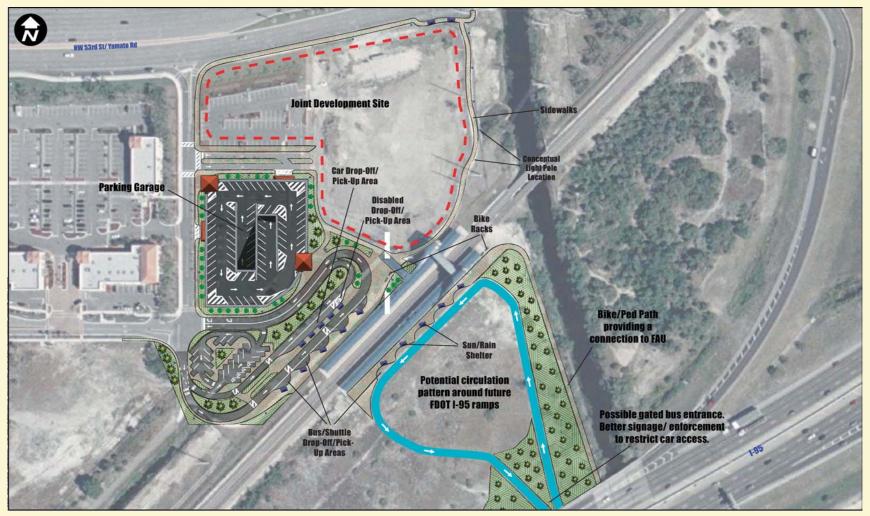
Boca Raton – Short Term







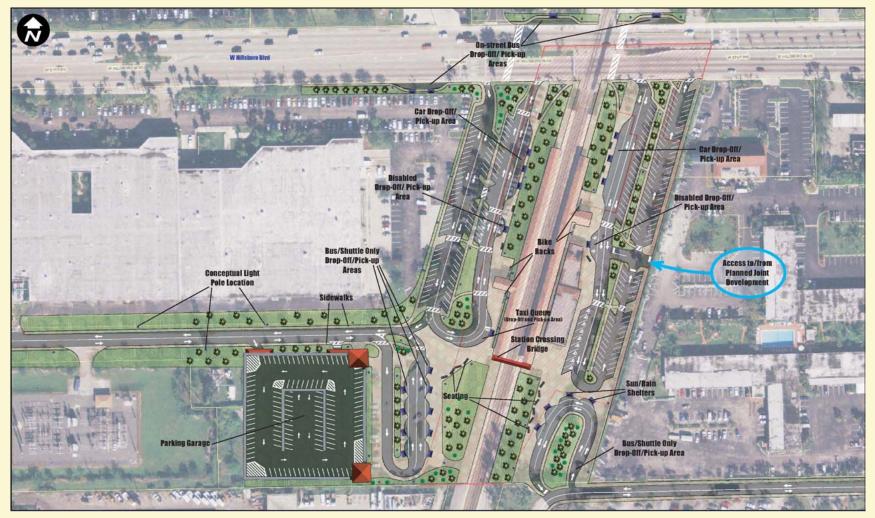
Boca Raton – Long Term





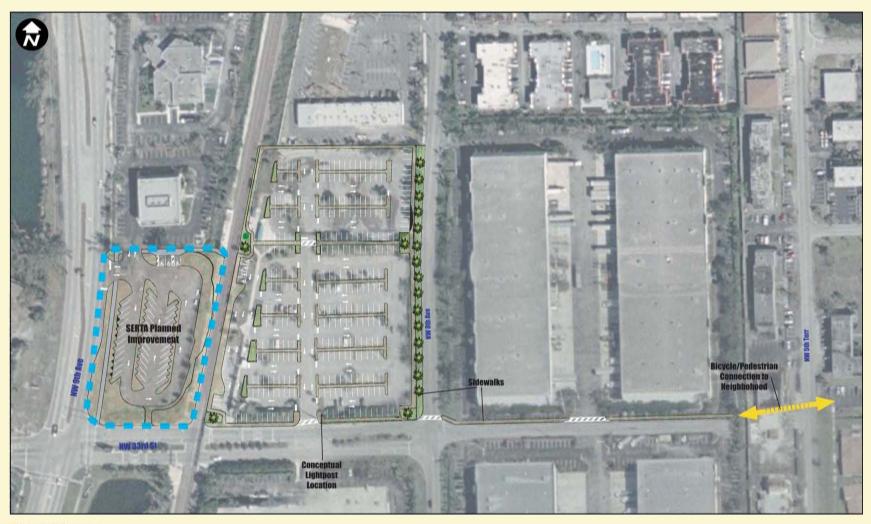


Deerfield Beach



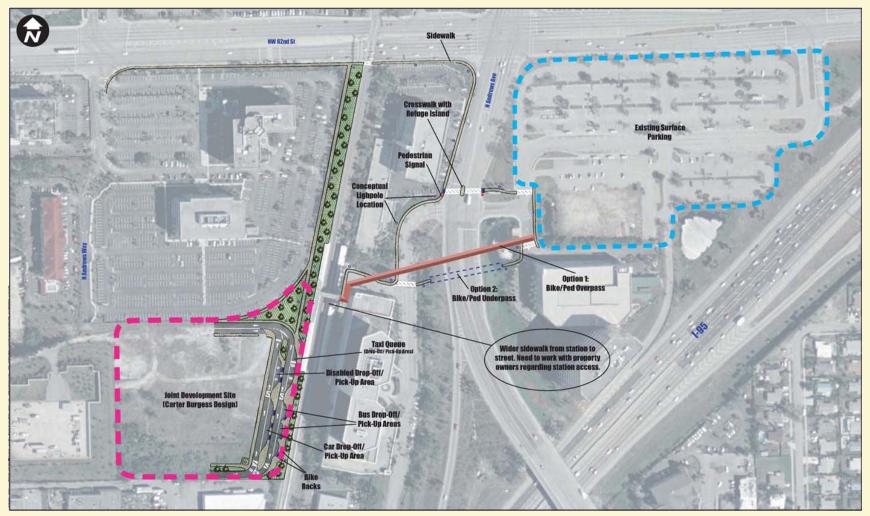


Pompano Beach





Cypress Creek



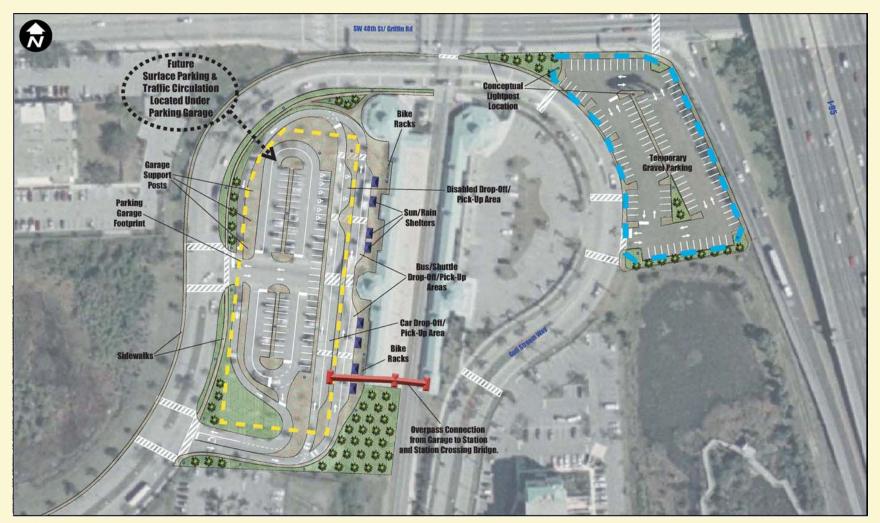


Ft. Lauderdale





Ft. Lauderdale Airport



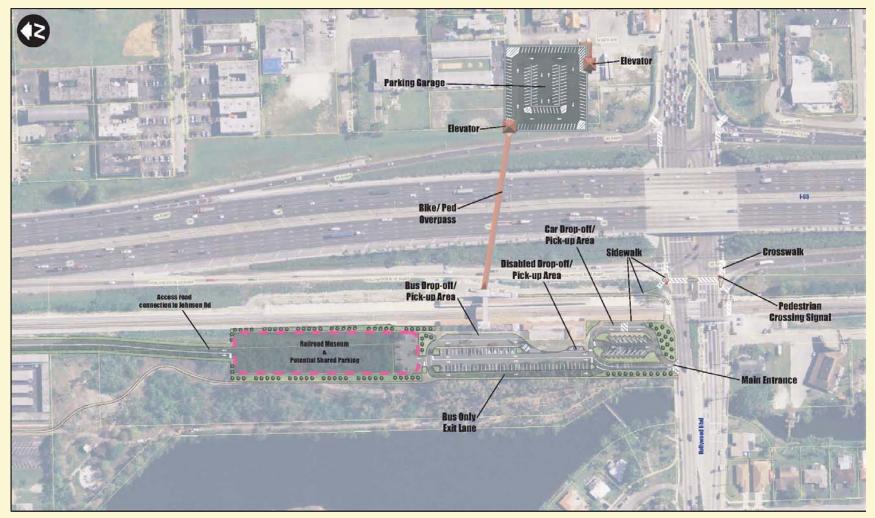


Sheridan Street



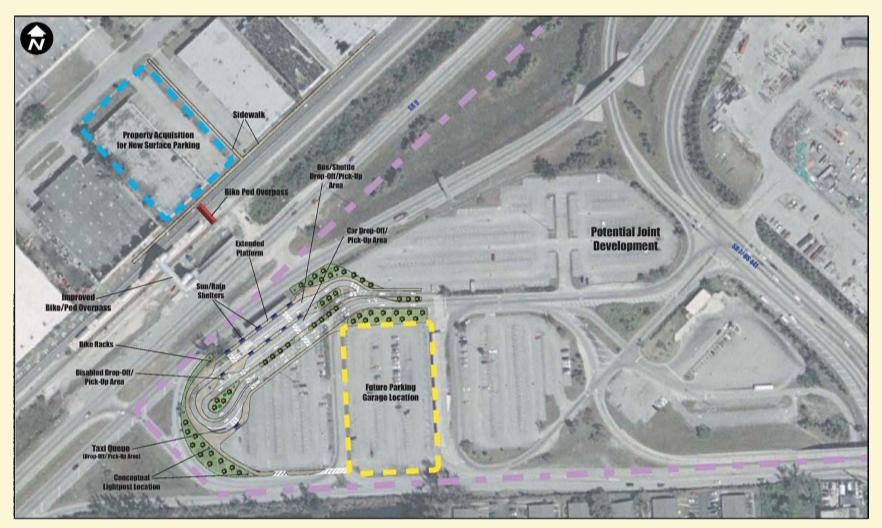


Hollywood



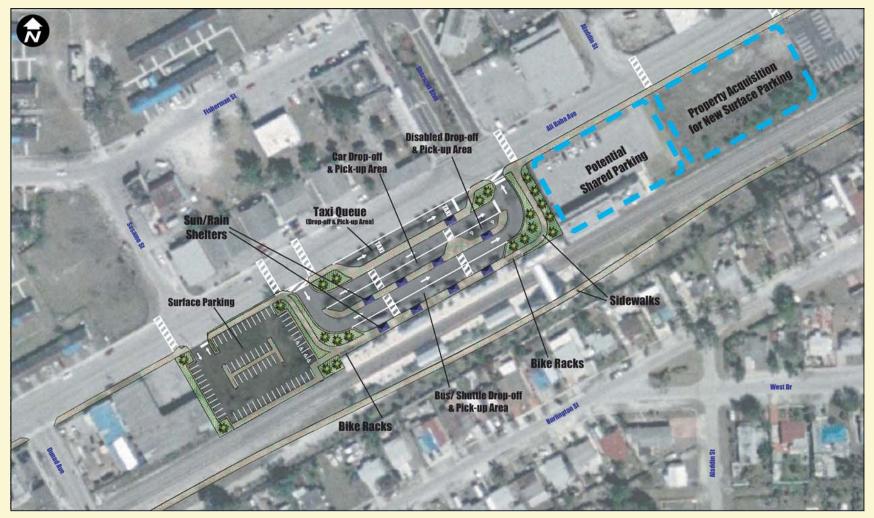


Golden Glades



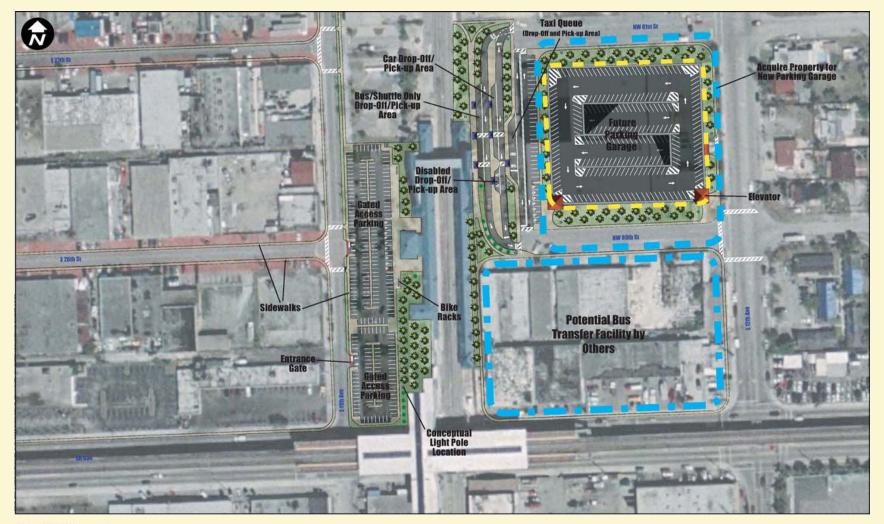


Opa-locka





Tri-Rail/Metrorail Transfer





Hialeah Market





Miami Airport

